

Case No. A107100

**COURT OF APPEAL OF THE STATE OF CALIFORNIA
FIRST APPELLATE DISTRICT, DIVISION FOUR**

CHURCH OF SCIENTOLOGY
INTERNATIONAL, A California
nonprofit religious corporation,

Plaintiff and Appellant,

vs.

GERALD ARMSTRONG, an
Individual,

Defendant and Respondent.

Appeal Case No. A107100

[Consolidated with Case No.
A107095]

On Appeal from the Superior Court of the State of California
County of Marin
Honorable Lynn Duryee

RESPONDENT'S APPENDIX

VOLUME I (Pages 1 - 83)

Gerry Armstrong
#1-45950 Alexander Avenue
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gerry@gerryarmstrong.org

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FILED

DEC 06 2004

Court of App. 1st App. Dist.
DIANA HERBERT

By _____ DEPUTY

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HCO POLICY LETTER OF 16 FEBRUARY 1969
ISSUE II
REISSUED 24 SEPTEMBER 1987

(Reissued with updated distribution.)

Limited
Distribution:
IMEC
OSA NW
LRH PRs

Confidential

BATTLE TACTICS

(This is a defense paper on material developed after 18 years of ceaseless attack by a foreign enemy. Nothing in this paper advocates physical violence or invites the physical destruction of persons.)

In these days of "cold war" when actual warfare is impossible due to atomic weapons, the warfare is waged in the press and public in the form of ideas.

If you uniformly apply the tactics and strategy of battle to the rows we get into, press or legal or public confrontation, you will win.

The enemy uses "groups" and meetings of groups like one would use squads.

If we and they are considered as two hostile and opposing nations at war, then a huge array of tactics and strategy become visible.

One parallels in the field of thought what is used and done in the field of battle in other ages.

You don't have to know too much about the tactics and strategy of warfare to apply this but it helps.

The end product of war, according to Clausewitz, the authority on it, is (condensed) "to bring about a more amenable frame of mind on the part of the enemy."

But there are also wars of attrition. We are engaged in one where total destruction of us has been the enemy's aim for, at this writing, 19 years. This is barbarian warfare, thus the enemy must have had very positive fears and terrors about us. Since he fought for total attrition. In this case it is not safe to hope for any half-way win. We must ourselves fight on the basis of total attrition of the enemy. So never get reasonable about him. Just go all the way in and obliterate him.

It is bad warfare to fight battles on your own terrain, in your own subject area. It is not good to fight in the territory of allies. Fight battles wherever possible only on enemy terrain, in and about his subject and his people, not ours. You can gauge your relative success by this. When all your battles are fought on his terrain, you are winning.

A good general expends the maximum of enemy troops and the minimum of his own. He makes the war costly to the enemy, not to himself.

One cuts off enemy communications, funds, connections. He deprives the enemy of political advantages, connections and power. He takes over enemy territory. He raids and harasses. All on a thought plane - press, public opinion, governments, etc.

Seeing it as a battle, one can apply battle tactics to thought actions.

Intelligence identifies targets and finds out enemy plans and purposes, enemy connections, dispositions, etc. It is fatal to attack a wrong enemy. But it is good tactics to make the enemy attack wrong targets or persons himself.

Good intelligence pinpoints who when where what.

Good PRO plans an action and operations fights the battle.

Legal is a slow if often final battle arena. It eventually comes down to legal in the end. If intelligence and PRO have done well, then legal gets an easy win.

You can win a battle even without legal and by PRO alone. You intend to win it without legal wherever possible.

The prize is "public opinion" where press is concerned. The only safe public opinion to lead for is they love us and are in a frenzy of hate against the enemy. This means standard wartime propaganda is what one is doing, complete with atrocity, war crimes trials, the lot. Know the mores of your public opinion, what they hate. That's the enemy. What they love. That's you.

You preserve the image or increase it of your own troops and degrade the image of the enemy to beast level.

Always be ready to parley but watch for tricks. Don't give the enemy breathing space.

Capture and use his comm lines. A press magnate on your side is a big win.

You have in one of these publicity wars all the factors of modern wars complete with artillery, cavalry, infantry.

For example at this writing, all fighting has been on our terrain; they knew our generals we didn't know theirs; they had all the press, funds, government control. We are reversing this. We are fighting now on their ground. But we have a long way to go.

We will make it all the way providing we look on this in terms of active battle and not as a "if we are saintly good we will win." The people who win wars have a saintly image but they win the war by clever and forceful use of the rules of tactics, strategy and battle.

Wars are composed of many battles.

002

Never treat a war like a skirmish. Treat all skirmishes like wars.

HCO PL 16.2.69 II
Reiss. 24.9.87

- 3 -

The cold war is a war. The West is losing it because it is fighting by other rules than the rules of war. We mustn't lose it.

L. RON HUBBARD
Founder

Adopted as official
Church policy by
CHURCH OF SCIENTOLOGY
INTERNATIONAL

LRH:CSI:jk.ja

110

Excerpts from Church of Scientology IRS 1023 Tax Exempt Application

pages taken from the Church of Scientology's Form 1023 Application to the Internal Revenue Service for tax-exempt status, in connection with the settlement of its ongoing litigation with the IRS in 1993.

Much of this information has been covered before or is covered in more detail in the responses to specific subparts of Question 10 that follow. Consider the following:

* The decision in "**Gerry Armstrong as a CID operative**"

Gerry Armstrong's case is one of those described in detail in response to Question 10.e.ii. **Armstrong's** fanatical hatred of Scientology ingratiated him with the LA CID and earned him the status of IRS operative in an unlawful scheme to infiltrate and destroy the Church through, among other things, the seeding of Church files with forged or manufactured documents. **Armstrong** was a link between the CID and Michael Flynn, whose multi-jurisdictional litigation campaign against Scientology was encouraged and assisted by the CID. (See pages 10-8 to

10-16 of our response to Question 10 of your second series of questions). The allegations, first manufactured by **Armstrong** and **Flynn**, have been adopted and parroted by many of the other tort litigants whose cases are described in the response to Question 10.e(i). In exchange, **Gerry Armstrong** has been insulated from liability for his theft of Church documents and encouraged to continue and to expand his nefarious efforts.

.....

Church of Scientology v. Gerald Armstrong:

We have included some background information here and an epilogue to the decision in question. That is because the Service has continuously thrust the **Armstrong** case at us, demanding an explanation. The **Armstrong** case decision was so inflammatory and intemperate that it was used to stigmatize the Church in the legal arena and make other outrageous decisions possible. As we shall demonstrate below, all this decision ever involved was **Armstrong's** state of mind, which subsequently obtained evidence proved conclusively to be one sordid, sado-masochistic nightmare. Furthermore, **Armstrong's** state of mind horror stories have fallen on deaf ears in recent litigation. Relying on **Armstrong** or the **Armstrong** decision is wholly unjustified.

During the later years of his tenure as an employee of the

111

Church, **Gerald Armstrong** was placed in charge of a huge quantity of documents that belonged to Mr. Hubbard that contained private and personal information regarding Mr. Hubbard. Part of his duties included research to support the work of an author who had been retained to write an authorized biography of Mr. Hubbard.

In late 1981 after the initial clean out of the higher levels of the Guardian's Office, and when investigations were turning toward identifying those in alliance or sympathy with the GO, **Armstrong** suddenly vacated Church premises and left its employ, taking with him huge numbers of confidential documents that belonged to Mr. Hubbard or his wife which the Church was holding as bailee. It was no coincidence that **Armstrong** left at that time because he had repeatedly expressed his ambition to join the GO and work in Bureau 1 (Information Bureau), the same area of GO that had been responsible for the criminal acts of the 70's. **Armstrong** also had been a long-time friend and confidant of Laurel Sullivan. Just prior to the take over the GO taking place, Sullivan had made a proposal to place convicted GO members into corporate positions of control throughout the top of the ecclesiastical hierarchy. She was also found to be spying on the CMO for the GO during the early days of the CMO's investigation into the GO. **Armstrong** assisted and supported Sullivan in her efforts.

In the summer of 1982 the Church received evidence that **Armstrong** had stolen thousands of documents from archives when he left the Church. Church counsel wrote to **Armstrong**, demanding that he return them. **Armstrong** denied the theft. Once the demand for return of documents was made, **Armstrong** turned the stolen documents over to **Michael Flynn**, with whom **Armstrong** decided he could make a lot of money.

In August 1982, the Church sued **Armstrong** for conversion, breach of fiduciary duty and confidence, and invasion of privacy based on **Armstrong's** theft of extensive amounts of private papers owned by the Church or the Hubbards. The Church sought return of the papers and the imposition of a constructive trust over them, and any proceeds derived from them, as well as preliminary and permanent injunctive relief against dissemination or disclosure of the private documents.

In September 1982, **Armstrong**, represented by **Flynn**, answered the complaint and raised the defense that he was justified in stealing the documents entrusted to him as a fiduciary because he wished to make public information about Mr. Hubbard and the Church out of fear for his safety and well-being. His defense was stricken on four different occasions by three different judges.

In April 1984, the case was assigned for trial before Judge Paul Breckenridge, Jr. At that time, the Church presented motions in limine to prevent **Armstrong** from introducing the stolen,

confidential documents since their introduction into evidence would vitiate the very rights of privacy the action sought to protect. The Court not only allowed **Armstrong** to introduce the confidential documents, but also allowed him to raise his four-times stricken defense with a new perverted twist. He would not have to prove there was anything to fear from the Church, but only his state of mind when he stole the documents. The Church was completely ambushed in the trial by these documents, as in most cases **Armstrong** had stolen the only copy that existed. Then, after he and **Flynn** had ample time to prepare their case from them, the documents were placed under seal in the Court. Although the inflammatory allegations that **Armstrong** made and purported to support with these documents could have been shown to be false or grossly distorted by other evidence, the Church had no chance to prepare and put on that evidence before being hit with the documents in court.

During the trial, **Armstrong** presented testimony from numerous witnesses who testified for the purpose of establishing **Armstrong's** supposed "state of mind" with regard to his alleged justification for stealing the documents. Each of the witnesses was hostile to the Church and, in fact, was a plaintiff against or taking a position adverse to the Church in other litigation in which **Flynn** was the counsel. Each witness gave general testimony about his or her own viewpoint on relationships with the Church in an effort to bolster **Armstrong's** state of mind justification defense.

The Court did not allow the Church to put on evidence to rebut the testimony of those witnesses. The Court also declined to allow the Church to put on evidence explaining the confidential documents and precluded the Church's proffered rebuttal evidence on the ground that the adverse testimony was admitted only for the purpose of establishing **Armstrong's** state of mind and not for the truth or falsity of the matter testified about.

On July 20, 1984, Judge Breckenridge issued a Statement of Intended Decision which became final a month later, which held that the Church had "made out a prima facie case of conversion.... breach of fiduciary duty, and breach of confidence" (as the former employer who provided confidential materials to its then employee for certain specific purposes, which the employee later used for other purposes to employer's detriment). Judgment, however, was entered in favor of **Armstrong**. The Statement of Decision adopted as the facts of the case the allegations which **Armstrong** had made in his trial brief. These allegations included the statements on which **Armstrong** premised his justification defense; i.e., that defendant "... became terrified and feared that his life and the life of his wife were in danger, and he also feared he would be the target of costly and harassing lawsuits." The judge went on to pontificate on the psychological mind-set of not only Mr. Hubbard, but Scientology

at large. The only lawsuit that there was to fear was the one that was ultimately filed for return of the stolen documents. It never would have been brought had **Armstrong** voluntarily returned the documents when asked, despite the theft.

The IRS CID, however, absorbed Breckenridge's findings as the definitive statement of what Scientology is, and used this decision and the Flynn witnesses who testified at the trial as the nucleus of their investigation. The Church tried repeatedly to explain to the IRS that the **Armstrong** decision was nothing more than a statement concerning Armstrong's state of mind. The CID and EO weren't interested, as they found in **Armstrong** a kindred spirit who echoed their own sentiments.

They therefore embraced **Armstrong** and the **Flynn** witnesses and used their fabrications as the basis for their investigations and denials of exemption.

Evidence found after the **Armstrong** trial proves not only that **Armstrong** never was afraid of the Church as he claimed at trial,

IN AND FOR THE SUPERIOR COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

--oOo--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

vs.

Case No. BC 052395

GERALD ARMSTRONG; DOES 1
through 25, inclusive,

Defendants.

DEPOSITION OF

GERALD ARMSTRONG

Wednesday, June 24, 1992

REPORTED BY: SUSAN M. SKIGEN, CSR #5829

CERTIFIED
COPY

A

008

21.

1 since, since '89.

2 Q. Okay.

3 A. When, I mean, I have, I have absolutely no
4 intention of honoring that settlement agreement. I
5 cannot. I cannot logically. I cannot ethically. I
6 cannot morally. I cannot psychically. I cannot
7 philosophically. I cannot spiritually. I cannot in any
8 way. And it is firmly my intention to not honor it.

9 Q. No matter what a court says?

10 A. No court could order it. They're going to
11 have to kill me.

12 Q. Well, let's just hope we don't have to turn
13 this into a death penalty case.

14 A. Into a what?

15 Q. A death penalty case.

16 A. Right, but you guys would.

17 Q. I'm not the one who stands up and pounds
18 the table and screams at people in this deposition, your
19 lawyer is. If I were to stand up at this deposition and
20 scream at you to shut up, would you consider that to be
21 an act of fair game?

22 A. I consider the whole thing --

23 Q. I know, but if I were to stand up and yell
24 at to you shut up, would you consider that to be fair
25 game?

22. 009 A

Issued by the
UNITED STATES DISTRICT COURT

NORTHERN

DISTRICT OF

CALIFORNIA

R.T.C. v. WARD

SUBPOENA IN A CIVIL CASE

CASE NUMBER:¹

C 96-20207

TO: GERRY ARMSTRONG
715 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CA 94960

1-23-97

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

① ALL DOCUMENTS AND DECLARATIONS AUTHORED BY YOURSELF DOCUMENTING ABUSE, FRAUD, AND UNLAWFUL ACTS BY THE CHURCH OF SCIENTOLOGY ENTERPRISE OR ANY OF ITS INVESTIGATORS SUCH AS EUGENE MARTIN INGRAM. PHOTOCOPIES MAILED TO ME ARE ACCEPTABLE.

PLACE THE OFFICE OF GRADY WARD

DATE AND TIME

3449 MARTHA CT., ARCATA, CA 95521

MONDAY, JAN. 27, 1997

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

Grady Ward, ATTNY. PRO SE (DEFENDANT)

JAN. 17, 1997

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

GRADY WARD

3449 MARTHA CT., ARCATA, CA 95521

grady@tidepool.com
(707) 826-7712

010

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

MAILED JANUARY 18, 1997
FROM ARCATA, CALIFORNIA, FIRST CL.

SERVED ON (PRINT NAME)

GERRY ARMSTRONG
715 SIR FRANCIS DRAKE BLVD.
SAN ANSELMO, CA 94960

MANNER OF SERVICE

U.S. MAIL

SERVED BY (PRINT NAME)

FELICITY WASSER
3449 MARTHA CT.
ARCATA, CA 95521

TITLE

DECLARATION OF SERVER

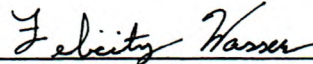
I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

JANUARY 18, 1997

DATE

SIGNATURE OF SERVER



3449 MARTHA CT.

ADDRESS OF SERVER

ARCATA, CA 95521

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in

person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

011

WILSON CAMPILONGO LLP
115 SANSOME STREET, SUITE 400
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0938

ANDREW H. WILSON

January 24, 1997

VIA FACSIMILE (415) 456-8450 AND REGULAR MAIL

Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

Re: CSI v. Armstrong
Our File No. SC102-003

Dear Mr. Armstrong:

I understand that you have recently been served by mail with a subpoena in RTC v. Ward pending in the Northern District of California requiring production of various documents which are within the purview of the December 6, 1986 Settlement Agreement and, hence, the various interlocutory orders and judgment in Church of Scientology International v. Armstrong, Marin County Superior Court No. 157 680. I am sure that you wish to conduct yourself so as not to violate any of your obligations under either, and I wish to avoid further conflict and annoyance between you and my client as much as possible.

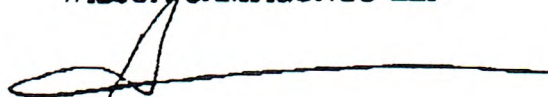
Your obligation to produce documents in response to lawfully issued and served subpoena is unquestioned. It is my understanding, however, that there are various defects with the instant subpoena, including manner of service and length of time between service and appearance. These defects, and other substantive reasons are the basis for a motion for protective order in RTC v. Ward.

I insist that you refrain from premature disclosure of documents before this motion is heard. I believe that the Agreement requires no less, and there is no reason for this to become an issue if you withhold production pending the Court's ruling in RTC v. Ward. Disclosure before this ruling would support the inference that you were in collusion with Mr. Ward, an appearance I am certain you wish to avoid.

Please let me know promptly whether you will do so. Thank you.

Very truly yours,

WILSON CAMPILONGO LLP



Andrew H. Wilson

1
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3
4
5
6 UNITED STATES DISTRICT COURT
7 FOR THE NORTHERN DISTRICT OF CALIFORNIA
8

9 Religious Technology Center,) No. C-96-20207 RMW
10 Plaintiff,)
11 v.)
12 Grady Ward,)
13 Defendant)

14
15 Religious Technology Center,) No. C-96-20271 RMW
16 Plaintiff,)
17 v.)
18 H. Keith Henson,)
19 Defendant)

20
21 Religious Technology Center,) No. C-95-20091 RMW
22 et al.,)
23 Plaintiffs,)
24 v.)
25 Dennis Erlich, et al.,)
26 Defendants)

27 DECLARATION OF GERALD ARMSTRONG

28 I, Gerald Armstrong, declare:

1. I have personal knowledge of the facts set forth in

1 this declaration and could competently testify thereto if called
2 as a witness.

3 2. I am a writer, artist and philosopher. Theologically
4 speaking I am a prophet. Speaking religiously, I am a Christian.

5 3. I am an expert and have testified as an expert in the
6 areas of the Scientology organization's structure, nature,
7 philosophy, policies, practices, history, specifically regarding
8 its notorious fair game doctrine, its fraudulent representations,
9 its legal abuses and tactics, and its "theology." I have
10 testified, either in deposition or trial, over 60 days in
11 approximately 20 Scientology related cases. I have written and
12 executed dozens of declarations, which I will supply the Court if
13 requested, concerning my Scientology knowledge and experiences.
14 I have stated most of the facts contained in this declaration in
15 these earlier sworn statements.

16 4. I have been sued by the Scientology organization five
17 times since 1982 in its continuing effort to prevent me from
18 speaking the truth and to destroy me financially. I have been
19 throughout this time a world-wide target of Scientology's
20 character assassination campaign or "black propaganda," which it
21 also calls "dead agenting." To "dead agent" someone, according
22 to Scientology founder L. Ron Hubbard, is to destroy a target's
23 credibility so that someone else "kills" him. I will list some
24 of these acts below. Scientology is controlled and directed by
25 David Miscavige.

26 5. Within the past three weeks I have obtained an internet
27 account and have started reading the newsgroup alt.religion.
28 scientology. Grady Ward, defendant herein, posted a request for
declarations concerning knowledge of fair game operations, and

1 specifically ops involving organization private investigator
2 Eugene M. Ingram. Mr. Ward stated that the declarations are
3 needed fairly urgently. I have such knowledge, some of which I
4 will provide below. I am aware of the related cases before this
5 Court, RTC v. Erlich, and RTC v. Henson, and will also provide
6 this declaration to those parties.

7 6. I am submitting this declaration directly to the Court
8 because of an order filed October 17, 1995, a true and correct
9 copy of which is attached herewith as Exhibit A, in the case of
10 Scientology v. Gerald Armstrong, Marin Superior Court Case No.
11 157680 ("Armstrong IV"). By that order, which became part of a
12 "judgment" filed May 2, 1996, a true and correct copy of which is
13 attached herewith as Exhibit B, I am prohibited from:

14 "2. Voluntarily assisting any person (not a government
15 organ or entity) defending a claim, intending to defend a
16 claim, intending to defend an arbitration, or intending to
17 defend any claim being pressed, made, arbitrated or
18 litigated by any of the Beneficiaries, regarding such claim
19 or regarding defending, arbitrating, or litigating against
20 it;

21 3. Voluntarily assisting any person (not a government
22 organ or entity) arbitrating, or litigating adversely to any
23 of the Beneficiaries;" (Ex. A, 8:1-7)

24 7. The "Beneficiaries" are:

25 - The Church of Scientology International, its officers,
26 directors, agents, representatives, employees, volunteers,
27 successors, assigns and legal counsel;

28 - The Church of Scientology of California, its officers,
directors, agents, representatives, employees, volunteers,

1 successors, assigns and legal counsel;

2 - Religious Technology Center, its officers, directors,
3 agents, representatives, employees, volunteers, successors,
4 assigns and legal counsel;

5 - The Church of Spiritual Technology, its officers,
6 directors, agents, representatives, employees, volunteers,
7 successors, assigns and legal counsel;

8 - All Scientology and Scientology affiliated Churches,
9 organizations and entities, and their officers, directors,
10 agents, representatives, employees, volunteers, successors,
11 assigns and legal counsel;

12 - Author Services, Inc., its officers, directors, agents,
13 representatives, employees, volunteers, successors, assigns
14 and legal counsel;

15 - The Estate of L. Ron Hubbard, its executor,
16 beneficiaries, heirs, representatives, and legal counsel;
17 and/or

18 - Mary Sue Hubbard;" (Ex. A, 7:8-28).

19 8. By this order I am prohibited from providing this
20 declaration to Mr. Ward, Mr. Erlich or Mr. Henson for their
21 defense, since the plaintiff RTC is one of the "beneficiaries."
22 Eugene Ingram, being Scientology's agent, is a protected
23 "beneficiary" as well, as are all of its corporations' attorneys,
24 including its attorneys herein.

25 9. I am also prohibited by this order from:

26 "5. Discussing with anyone, not a member of [my]
27 immediate family or [my] attorney, Scientology, the Church,
28 and/or any of the Beneficiaries;" (Ex. A, 8:14-16)

Thus, I may not even, and remain in compliance with this order,

1 tell Mr. Ward, Mr. Erlich, Mr. Henson, or anyone else being
2 persecuted by the Scientology organization with its well known
3 and well greased fair game machinery and operatives, one word of
4 my knowledge concerning these persecutors, or that I am myself so
5 persecuted.

6 10. This order does not, however, prohibit me from
7 voluntarily assisting a person judging litigations involving the
8 order's "beneficiaries." I believe that the United States
9 District Court is a "governmental organ or entity" excluded from
10 the prohibitions of the order. (See, Ex. A, 8:1,2; 6,7) I am
11 therefor providing the original of this declaration to the Court.
12 I also believe that it would be improper to send this declaration
13 to the Court in secret, thus I am sending copies to the parties
14 or their counsel.

15 11. I believe the order and judgment are illegal on their
16 faces, and obtained by Scientology through illegal tactics. The
17 "contract" which the "order" enforces was obtained by Scientology
18 through threat, fraud, related criminal activities, and the
19 vitiation of my lawyers. I have appealed the judgment, and
20 believe that I will prevail and be free from Scientology's very
21 damaging, illegal and evil efforts to keep me suppressed and
22 defenseless. In the meantime, I am by this declaration making
23 known some of Scientology's abuses, one of which is this order
24 itself, and I am working for their cessation, for safety, peace
25 and sanity on whatever channels remain to me. I know that
26 certain of Scientology's leaders and agents are vindictive,
27 desperate and dangerous, and have targeted me as a major "enemy."
28 I believe I am in considerable physical danger at this time.
What Scientology's leaders have done and ordered done to suppress

1 and destroy me in the past 15 years is unbelievable, and these
2 people evidence a continuing determination to keep that history
3 of suppression and destruction from ever being believed or even
4 known.

5 12. Attached hereto as Exhibit C is a true and correct copy
6 of a document entitled "Mutual Release of All Claims and
7 Settlement Agreement," (hereinafter, "settlement agreement")
8 which was part of the December, 1986 "settlement" of my cross-
9 complaint in the first case in which Scientology sued me in 1982,
10 Scientology v. Armstrong, Los Angeles Superior Court Case No.
11 420153 ("Armstrong I"). Scientology's judicial enforcement of
12 the "settlement agreement" resulted in the order and judgment
13 appended hereto as Exhibits A and B. I will describe in paras.
14 22 through 32 below how Scientology obtained my signature on this
15 document.

16 13. I became involved with Scientology as a customer in 1969
17 in Vancouver, B.C. I worked on staff there in 1970, and in
18 February 1971 joined the Sea Organization ("Sea Org" or "SO") in
19 Los Angeles. I was flown to Spain and joined the Sea Org's flag
20 ship, "Apollo," in Morocco. L. Ron Hubbard, the SO's
21 "Commodore," and all of Scientology's supreme leader, was on
22 board and operated Scientology internationally through the "crew"
23 which numbered, during my stay on board of four and a half years,
24 around four hundred. All my staff positions on board involved
25 personal contact with L. Ron Hubbard, Mary Sue Hubbard,
26 administrative organization staff, and people in the ports and
27 countries the "Apollo" visited, and included "Ship's
28 Representative" (legal officer), "Port Captain" (public relations
officer), and "Intelligence Officer."

1 14. In the fall of 1975, after the ship operation moved
2 ashore in Florida, I was posted in the Guardian's Office (GO)
3 Intelligence Bureau connected to Hubbard's Personal Office. From
4 December 1975 through June 1976 I held the post of Deputy LRH
5 External Communications Aide, a relay terminal for Hubbard's
6 written and telex traffic to and from Scientology organizations.
7 From July 1976 to December 1977 I was assigned, on Hubbard's
8 order, to the Rehabilitation Project Force ("RPF"), the SO prison
9 system, in Clearwater, Florida. In 1978 I worked in Hubbard's
10 cinematography crew in La Quinta, California making movies under
11 his direction until the fall of that year when he again assigned
12 me to the RPF, this time for eight months, initially in La
13 Quinta, then at a newly purchased base at Gilman Hotsprings near
14 Hemet, California. When I got out of the RPF in the spring of
15 1979, and until the beginning of 1980, I worked in Hubbard's
16 "Household Unit" ("HU") at Gilman, the SO unit which took care of
17 Hubbard's house, personal effects, transport, meals and so forth.
18 My posts included "Purchaser," "LRH Renovations In-Charge" and
19 "Deputy Commanding Officer HU."

20 15. Throughout 1980, and until I left the organization in
21 December 1981, I held the organization posts in Hubbard's
22 "Personal Public Relations Bureau" of "LRH Archivist" and "LRH
23 Personal Researcher." I assembled in Los Angeles an archive of
24 Hubbard's writings and other materials relating to his history to
25 be used as the basis for a biography to be written about the man.
26 I also worked in Los Angeles for the first few months of 1980 on
27 Mission Corporate Category Sortout ("MCCS"), which had the
28 purpose of restructuring the Scientology enterprise so that
Hubbard could continue to control it without being liable for its

1 actions. Beginning in the fall of 1980 and continuing until my
2 departure, I provided the biographical writings and other
3 materials, as I collected and organized them, to a non-
4 scientologist writer Omar Garrison, who had contracted with the
5 organization to write the Hubbard biography. I interviewed many
6 people who had known Mr. Hubbard at periods throughout his life,
7 including almost all of his living relatives. I traveled several
8 thousand miles collecting biographical information and conducting
9 a genealogy search, and arranged the purchase of a number of
10 collections of Hubbard-related documents and other materials from
11 individual collectors.

12 16. Through my research and study of documentary evidence I
13 learned that Mr. Hubbard had lied about his past, credentials,
14 accomplishments, relationships and intentions. I disproved many
15 of the claims made by Hubbard in his biographies printed in
16 Scientology publications and used in promotion of the man and his
17 philosophy and psychotherapy, and attempted to get the
18 organization executives responsible for these publications to
19 correct the false claims. As a result I was deemed a threat, and
20 ordered to be "security checked," an interrogation employing an
21 electronic meter as a lie detector, a procedure I had undergone
22 many times in the Sea Org. I had by this time also debunked the
23 significant representations Hubbard had made about himself or his
24 "technology" which had drawn me into and kept me in the
25 organization for over twelve years; e.g., that he was an engineer
26 and an atomic physicist; that he had been crippled and blinded in
27 combat in World War II and had cured himself with his mental
28 science discoveries; that it was a matter of medical record that
he had twice been pronounced dead; that his psychotherapy had

1 been subjected to rigorous scientific testing; that it cured all
2 psychosomatic ills and raised IQs a point per hour of therapy (I
3 had by this time had well over a thousand hours); that he had
4 been remunerated for his labors less than staff members were paid
5 (in my case between \$4.30 and \$17.20 per week throughout my 50
6 years); and that he and his organization were ethical and well-
7 intentioned. When it became clear to me that I was not going to
8 be able to get the organization or Hubbard to admit to the lies
9 and take a more honest path I left, along with my then wife
10 Jocelyn.

11 17. Following my departure the organization published a
12 "Declaration" dated February 18, 1982 labelling me a "Suppressive
13 Person ("SP")." An SP is considered in Scientology completely
14 psychotic and destructive, one of the two and a half percent
15 truly evil people on the planet. SPs are viewed as enemies of
16 Scientology and mankind and are targets for the organization's
17 "Fair Game Policy," which states specifically that they may be
18 lied to, cheated, sued and destroyed without discipline of the
19 Scientologist committing such acts. The "SP Declare" on me also
20 accused me of "spreading destructive rumors about senior
21 Scientologists." I knew in early 1982 that I was the target of
22 Guardian's Office intelligence operations because certain friends
23 were contacted and interrogated about me by known GO intelligence
24 personnel. In April, 1982 the organization also illegally
25 appropriated a set of photographs I had entrusted with an
26 associate, Virgil Wilhite, and when I demanded their return told
27 me to "get a lawyer."

28 18. A few days later I met with Boston, Massachusetts
attorney Michael Flynn, who agreed to defend me against the

1 organization, which on April 22, 1982 published a second SP
2 declare accusing me of eighteen "crimes, high crimes and
3 suppressive acts," including, inter alia, promulgating false
4 information about Hubbard and the organization. In the late
5 spring and summer of 1982 I obtained from Omar Garrison with his
6 permission some of the documents I had delivered to him while in
7 the organization which I considered I would need to defend myself
8 against the organization's charges in the SP declares and
9 whatever actions its leaders would bring against me in the non-
10 scientology courts. I sent these to Mr. Flynn, who was at that
11 time, and for the next four and a half years, the most effective,
12 prominent and attacked attorney combating Scientology, and to
13 Contos and Bunch, a California law firm, which by then had agreed
14 to be local counsel for me against the organization. Mr. Flynn
15 represented approximately twenty individuals with damage claims,
16 and was in communication with hundreds of people involved in
17 opposition to or knowledgeable about Scientology. The
18 organization filed the Armstrong I suit against me on August 2,
19 1982, and the Hubbard biography documents that I had sent to my
20 lawyers were ordered by the Court to be deposited with the Clerk
21 where they stayed until trial in the spring of 1984.

22 19. In August and September 1982 the organization employed a
23 number of private investigators to spy on and harass my wife and
24 me. During that period one of these investigators assaulted me
25 bodily, and another struck my body with a car, and attempted to
26 involve me in a freeway accident by getting in front of my car
27 and slamming on his brakes and pulling alongside my car and
28 swerving into my lane. The organization also attempted to get
the Los Angeles Police Department to bring criminal charges

1 against me in connection with the Hubbard documents which had
2 become the subject of the civil litigation in LA Superior Court.

3 20. I filed a cross-complaint for fraud and fair game in
4 1982 against various Scientology corporations which was severed
5 from the underlying document case and was never tried because it
6 "settled" in December 1986. The underlying document case was
7 tried without a jury by Judge Paul G. Breckenridge, Jr., who
8 rendered a decision on June 20, 1984, a true and correct copy of
9 which is attached hereto as Exhibit D. This document, known
10 around the world as the "Breckenridge decision," rebukes
11 Scientology's fair game doctrine and other abuses. It was
12 affirmed on appeal, Scientology v. Armstrong (1991), 232
13 Cal.App.3rd 1060, 283 Cal.Rptr. 917. Judge Breckenridge states:

14 "In addition to violating and abusing its own members
15 civil rights, the organization over the years with its
16 "Fair Game" doctrine has harassed and abused those
17 persons not in the [organization] whom it perceives as
18 enemies. The organization clearly is schizophrenic and
19 paranoid, and this bizarre combination seems to be a
20 reflection of its founder LRH. The evidence portrays a
21 man who has been virtually a pathological liar when it
22 comes to his history, background and achievements. The
23 writings and documents in evidence additionally reflect
24 his egoism, greed, avarice, lust for power, and
25 vindictiveness and aggressiveness against persons
26 perceived by him to be disloyal or hostile." (Ex.D,
27 8:18-9:4).

28 21. Between the 1984 Breckenridge decision and December,
1986 settlement, the organization's campaign against me included

1 at least these acts: attempted entrapment; illegal videotaping;
2 breaking into my car and theft of personal writings and art;
3 filing false criminal charges against me with the Los Angeles
4 District Attorney; filing false criminal charges against me with
5 the Boston office of the FBI; filing false declarations to bring
6 contempt of court proceedings against me on three occasions;
7 obtaining perjured affidavits from English private investigators,
8 who had harassed me in London in 1984, which falsely accused me
9 of distributing "sealed" documents; international dissemination
10 of Scientology publications falsely accusing me of crimes,
11 including crimes against humanity; culling and disseminating
12 information from my supposedly confidential "auditing"
13 (psychotherapy) file. I know that the attempted entrapment,
14 illegal videotaping, and filing false charges with the LA DA all
15 involved Eugene Ingram, who had been thrown out of the Los
16 Angeles Police Department for allegedly pandering and taking
17 payoffs from a drug dealer. In the fall of 1984 Mr. Ingram
18 called me and threatened to "put a bullet between [my] eyes."

19 22. The circumstances leading up to and at the time of my
20 signing of the December, 1986 "settlement agreement" make
21 understandable why I would sign such a bizarre document. I had
22 prevailed overwhelmingly in the defense side of Armstrong I. My
23 cross-complaint against Scientology was set to go to trial in
24 early 1987. Lawrence Wollersheim had in July, 1986, obtained a
25 twenty-five million dollar jury verdict against Scientology, also
26 in LA Superior Court. By December, 1986 I had weathered five
27 years of fair game. Michael Flynn, my attorney and employer, who
28 had represented me throughout Armstrong I, had been Scientology's
fair game target for seven years. The organization had sued him

1 and/or his office more than a dozen times in various
2 jurisdictions. The organization had "black PRed" him around the
3 world; infiltrated his office; stolen documents; contacted and
4 paid known criminals for statements falsely accusing him of
5 crimes (for a glimpse, see, e.g., U.S. v. Kattar, 840 F.2d. 118);
6 paid some of his former clients to execute false sworn statements
7 attacking him; framed him with an attempt to cash a forged check
8 on one of L. Ron Hubbard's bank accounts; and attempted to bring
9 false criminal charges against him. He expressed in many ways an
10 abiding concern that his family was at physical risk. Eugene
11 Ingram was involved in and largely responsible, as Scientology's
12 paid agent, for framing Mr. Flynn and attempting to have him
13 charged criminally. Mr. Flynn several times made the statement
14 to me, and publicly to hundreds of others, that he believed
15 Scientology had attempted to have him killed by tampering with
16 his private plane. He filed his own lawsuits against Scientology
17 and Mr. Hubbard in response to the fair game attacks.

18 23. During the years the organization carried out its war
19 on Mr. Flynn, organization lawyers had communicated and met with
20 him on a number of occasions regarding settling his and his
21 clients' cases. I knew that such meetings occurred because I was
22 one of those clients from early 1982 and I had worked for Mr.
23 Flynn from September, 1985 through 1986 in his office in Boston.
24 Around the beginning of December, 1986 Mr. Flynn called from Los
25 Angeles, where he was meeting with Scientology's lawyers to say
26 that a "global settlement" had been reached. He already had my
27 agreement on a monetary figure for which I would settle my
28 lawsuit. He was to be paid a lump sum which he was to divide
between his clients and himself.

1 24. I have in the past waived my attorney-client privilege
2 as to my conversations with Mr. Flynn at the time of and
3 concerning the "global settlement," and I again waive that
4 privilege as to those conversations. I have stated these facts
5 in several declarations since 1990. On December 5, 1986 I was
6 flown to Los Angeles, as were several other of Mr. Flynn's
7 clients from various places, to participate in this settlement.
8 Shortly after my arrival in LA I was shown a copy of the
9 "settlement agreement" (identical in all important respects to
10 Exhibit C hereto) and some other documents, which Mr. Flynn
11 indicated I was to sign.

12 25. Upon reading the settlement agreement draft I was
13 shocked and heartsick. I told Mr. Flynn that the condition of
14 "strict confidentiality and silence with respect to [my]
15 experiences with the [organization]" (Ex. C, ¶7D), since it
16 involved over seventeen years of my life, was impossible. I told
17 him that the "liquidated damages" clause (Ex. C, ¶7D) was
18 outrageous; that pursuant to the settlement agreement I would
19 have to pay \$50,000.00 if I told a doctor or psychologist about
20 my experiences from those years; or if I put on a resume what
21 positions I had held during my organization years. I said that
22 if I went on a date and the woman of my dreams asked me where had
23 I been all her life, I'd have to pay Scientology \$50,000 if I
24 dared to tell her. I told Mr. Flynn that the requirements of
25 non-amenability to service of process (Ex. C, ¶7H) and non-
26 cooperation with persons or organizations adverse to the
27 organization (Ex. C, ¶¶7G, 10) were obstructive of justice. I
28 told him that I felt that agreeing to leave the organization's
appeal of the decision in Armstrong I and not respond to any

1 subsequent appeals (Ex. C, ¶4B) was unfair to the courts and all
2 the people who had been helped by the decision. I told Mr. Flynn
3 that an affidavit the organization was demanding that I sign
4 along with the settlement agreement was false. The document
5 stated, inter alia, that my disagreements with the organization
6 had been with prior management and not with the then current
7 leadership. In fact there had been no management change and I
8 had the same disagreements with the organization's "fair game"
9 policies and actions, which had continued without change up to
10 the time of the settlement. I told Mr. Flynn that I was being
11 asked to betray everything and everyone I had fought for against
12 organization injustice. It was as if no more restrictive,
13 insulting, mean spirited, impossible and immoral an "agreement"
14 could have possibly been "negotiated" on my behalf.

15 26. In answer to my objections to the settlement agreement
16 Mr. Flynn said that the silence and liquidated damages clauses,
17 and anything which called for obstruction of justice were "not
18 worth the paper they're printed on." He said the same thing a
19 number of times and a number of ways; e.g., that "you cannot
20 contract away your Constitutional rights;" that "the conditions
21 are unenforceable." He said that he had advised the organization
22 attorneys that those conditions in the settlement agreement were
23 not worth the paper they were printed on, but that the
24 organization, nevertheless, insisted on their inclusion in the
25 settlement agreement and would not agree to any changes. He
26 pointed out the clauses concerning my release of all claims
27 against the organization to date and its release of all claims
28 against me to date (Ex. C, ¶¶1,4,5,6 and 8) and said that they
were the essential elements of the settlement and "are what

1 they're paying you for."

2 27. Mr. Flynn also said that everyone was sick of the
3 litigation and wanted to get on with their lives. He said that
4 he was sick of the litigation, the threats to him and his family
5 and wanted out. He said that as a part of the settlement he and
6 all co-counsels had agreed to not become involved in
7 organization-related litigation in the future. He expressed a
8 deep concern that the courts in this country cannot deal with the
9 organization and its lawyers and their contemptuous abuse of the
10 justice system. He said that if I didn't sign the documents all
11 I had to look forward to was more years of harassment and misery.
12 One of Mr. Flynn's other clients, who was in the room with us
13 during this discussion, yelled at me, accusing me of killing the
14 settlement for everyone, and that everyone else had signed or
15 would sign, and everyone else wanted the settlement. Mr. Flynn
16 said that the organization would only settle with everyone
17 together; otherwise there would be no settlement. He did agree
18 to ask the organization to include a clause in my settlement
19 agreement allowing me to keep my creative works relating to L.
20 Ron Hubbard or the organization (Ex. C, ¶7L).

21 28. Mr. Flynn said that a major reason for the settlement's
22 "global" form was to give the organization the opportunity to
23 change its combative attitude and behavior by removing the threat
24 he and his clients represented to it. He stated that the
25 organization had promised that if we settled they would cease all
26 fair game. He argued that the organization's willingness to pay
27 us substantial sums of money, after its agents and attorneys had
28 sworn for years to pay us "not one thin dime," was evidence of a
philosophic shift within the organization. I argued that the

1 settlement agreement evidenced the unchanged philosophy of fair
2 game, and that if the organization did not use the opportunity to
3 transform its antisocial nature and actions toward its members,
4 critics and society I would, a few years hence, because of my
5 knowledge of organization fraud and fair game, be again embroiled
6 in its litigation and targeted for extralegal attacks.

7 29. Regarding the affidavit the organization required that
8 I sign, Mr. Flynn said that the "disagreement with prior
9 management" could be rationalized as being a disagreement with L.
10 Ron Hubbard, and since Mr. Hubbard had died in January 1986 it
11 could be said that I no longer had that disagreement. Mr. Flynn
12 said that the organization's attorneys had promised that the
13 affidavit, which he said all the settling litigants were signing,
14 would only be used by the organization if I began attacking it
15 after the settlement, and since I had no intention of attacking
16 the organization the affidavit would never see the light of day.

17 30. During my meeting with Mr. Flynn in Los Angeles I found
18 myself facing a dilemma which I reasoned through in this way. If
19 I refused to sign the settlement agreement and affidavit, all the
20 other settling litigants, many of whom had been flown to Los
21 Angeles in anticipation of a settlement, would be extremely
22 disappointed and would continue to be subjected to organization
23 harassment for an unknown period of time. I had been positioned
24 in the settlement drama as a deal-breaker and would undoubtedly
25 lose the support of some if not all of these litigants, several
26 of whom were key witnesses in my case against the organization.
27 Although I was certain that Mr. Flynn and my other lawyers would
28 not refuse to represent me if I did not sign the documents I also
knew that they all would view me as a deal-breaker and they would

1 be as disappointed as the other litigants in not ending the
2 litigation they desperately wanted out of. The prospect of
3 continuing the litigation with unhappy and unwilling attorneys on
4 my side, even though my cross-complaint was set for trial within
5 three months, was distressing. On the other hand, if I signed
6 the documents, all my co-litigants, some of whom I knew to be in
7 financial trouble, would be happy, the stress they felt would be
8 reduced and they could get on with their lives. Mr. Flynn and
9 the other lawyers would be happy and the threat to them and their
10 families would be removed. The organization would have the
11 opportunity they said they desired to clean up their act and
12 start anew. I would have the opportunity to get on with the next
13 phase of my life and the financial wherewithal to do so. I was
14 also not unhappy to at that time not have to testify in all the
15 litigation nor to respond to the media's frequent questions. If
16 the organization continued its fair game practices toward me I
17 sensed that I might be left to defend myself and I accepted that
18 fact. So, armed with Mr. Flynn's advice that the conditions I
19 found so offensive in the settlement agreement were not worth the
20 paper they were printed on, and the knowledge that the
21 organization's attorneys were also aware of that legal opinion, I
22 put on a happy face and the following day went through the
23 charade of a videotaped signing. I believe I was guided by God
24 in making the legally ill-advised decision to sign Scientology's
25 documents. This secret scheme to corrupt Justice is now seen as
26 the evil it is in large part because of Scientology's insistence
27 that Justice's corruption was its right.

28 31. It was my understanding and intention at the time of
the settlement that I would honor in a sensible way the silence

1 and confidentiality conditions of the settlement agreement. I
2 would not contact the media about Scientology, publish my
3 Scientology history or file statements in court concerning
4 Scientology. It was also my understanding that the organization
5 had agreed to do likewise; i.e., it would not contact the media
6 about me, publish my Scientology history or file statements in
7 court concerning me. Although the "settlement agreement" did not
8 specifically prohibit Scientology from communicating about me, it
9 implied a reciprocity, and I knew that if it did communicate I
10 would be free to respond. That Scientology would be able to say
11 whatever it wanted about me to the media, in publications, to
12 governments, and in judicial or administrative proceedings, and
13 could judicially prosecute me if I responded was, at that time
14 and in this country, inconceivable to me.

15 32. A few weeks after the "settlement" I was advised by a
16 Los Angeles Times reporter that Scientology agents had delivered
17 a stack of documents about me to the paper. Although shocked by
18 this action, which was out of the blue because I had said or done
19 nothing about Scientology after the "settlement," I did not
20 respond. Following the settlement, and before I responded in any
21 public way, Scientology subjected me to considerable fair game,
22 which included filing affidavits falsely accusing me of crimes
23 and of being an "agent provocateur of the United States
24 government;" publishing distorted versions of my Scientology
25 history; using documents which the organization had requested be
26 sealed in Armstrong I to attack me; distributing dead agent packs
27 of documents concerning me to the media; distributing copies of
28 edited versions of the illegal videotapes of me to the media
internationally; blackmail; and threatening me six times with

1 being sued if I responded to any attacks. Scientology also
2 continued to subject other people to fair game, in violation of
3 its promise through Mr. Flynn that it was ceasing all fair game
4 activities. The person who in the fall of 1987 delivered
5 documents concerning me and a doctored and edited copy of the
6 1984 illegal videotape of me to the London Sunday Times was
7 Eugene Ingram.

8 33. For three years I attempted to live by the spirit of
9 settlement, and, although threatened and saddened by
10 Scientology's continuing attacks, did not respond, but had tried
11 to live my life away from Scientology's war. I wrote, drew, ran,
12 had remarkable ideas, and formed The Gerald Armstrong Corporation
13 ("TGAC") with wonderful hopes and great expectations. In late
14 1989, however, after a series of threats from Scientology lawyer
15 Lawrence Heller, following my being served with a deposition
16 subpoena in the case of Bent Corydon v. Scientology, Los Angeles
17 Superior Court No. C 694401, I concluded that I had to do
18 something to defend myself. I saw that I could not avoid a
19 confrontation with the organization, and that there was a need to
20 correct what I knew was as an obstruction of justice, that the
21 settlement contracts and Scientology's enforcement thereof were
22 working in the legal arena. Mr. Heller threatened that if I
23 testified about my knowledge of Hubbard and Scientology, even
24 though I had been subpoenaed to testify, Scientology would
25 consider such testimony a breach of the "contract" and would sue
26 me.

27 34. I researched my rights and responsibilities and
28 concluded that I had a duty to oppose known obstruction of
justice. I also learned at that time that Scientology had been

1 able to maintain an appeal from the Breckenridge decision in the
2 California Court of Appeal and had just then filed its opening
3 brief. I therefore petitioned that Court to be able to file a
4 response. My filings in the Court of Appeal in 1990 included a
5 declaration detailing and documenting Scientology's post-
6 settlement torts and violations, and a declaration detailing the
7 circumstances at the time of the 1986 settlement. The Court of
8 Appeal granted my petition, I filed a respondent's brief, and in
9 July, 1991 the Court affirmed the Breckenridge decision.
10 Following the California Supreme Court's denial of review,
11 Scientology filed a motion in the Court of Appeal to seal the
12 record on appeal. I opposed the motion, and the Court of Appeal
13 denied it. The complete trial transcript, which contains ten
14 days of my testimony about my Scientology experiences up to 1984,
15 is a public document.

16 35. In August, 1990 I was greatly moved by the buildup
17 toward war in the Middle East, and the general condition of man.
18 I prayed to God for guidance as to what I should do, and received
19 the word: "Keep nothing. Give what you have to the poor. Take
20 only what you need." I gave my possessions to those whom I
21 believed had a need for them as put in my heart by God, forgave
22 debts owed to me, and determined to go where God would have me go
23 and do what God would have me do; which I believed was to help
24 where my help was asked for. Although these decisions had
25 nothing to do with Scientology, the organization has made them
26 relevant in the legal arena by suing me and three of my friends,
27 falsely charging that my giving away my things were "fraudulent
28 conveyances" to make myself "judgment proof" so I could breach
its "settlement agreement." For the next year after my

1 renunciation God had me, among other things, offer myself to
2 resolve the Middle East conflict, do some house painting and
3 carpentry work, deal with the pending appeal, attempt to correct
4 Scientology's subversion of the legal system, agree to help the
5 victims of Scientology who asked for my help, and offer myself to
6 resolve the Scientology conflict in which I had been drawn by its
7 attacks.

8 36. Scientology's fair game attacks on me following my
9 responding in its appeal of the Breckenridge decision include,
10 but are not limited to, secretly videotaping me; suing me and
11 TGAC (pronounced "Teegeeack") four times (Marin Superior Court
12 Case No. 152229, transferred to Los Angeles Superior Court and
13 given No. BC 052395 ("Armstrong II"), Los Angeles Superior Court
14 Case No. BC 084642 ("Armstrong III"), Marin Superior Court Case
15 No. 157680 ("Armstrong IV," the "fraudulent conveyance" case),
16 United States Bankruptcy Court for the Northern District of
17 California Case No. 95-10911 aj, Adv. No. 95-1164 aj ("Armstrong
18 V"); Armstrong II, III and IV were consolidated into Marin SC No.
19 157680); attempting to have me jailed for contempt of court based
20 on Scientology's misrepresentation of my actions and its own
21 manufactured charges; filing declarations in various courts
22 containing false charges, and using the "settlement agreement" to
23 prevent me from responding or punish me for responding; using
24 Eugene Ingram to spread the false rumor in 1992 that I have AIDS;
25 forcing me into bankruptcy; attempting to seize my artwork, and
26 personal and intellectual property through judicial means based
27 on false charges; disseminating to the media packs of black PR
28 which provide Scientology's false version of my experiences,
including the lies that I testified falsely at trial in 1984;

1 that I have "adopted a degraded lifestyle;" that I am connected
2 to a referral agency for kidnapping; that my defense in the 1984
3 trial was a sham and a fraud; that the Los Angeles Police
4 Department authorized the illegal 1984 videotaping; that I wanted
5 to plant fabricated documents in Scientology files and tell the
6 IRS to conduct a raid; that I wanted to plunder Scientology for
7 my own financial gain; that I never intended to stick to the
8 terms of the "settlement contract;" that my motives are money and
9 power; that I was incompetent as a researcher; that I perjured
10 myself about surrendering documents to the court; that I wanted
11 to orchestrate a coup in which members of the US government would
12 wrest control of Scientology; publishing black propaganda about
13 me without stating its source which provide Scientology's false
14 version of my experiences including the lies that I was formerly
15 a heavy drug pusher; that a Marin Independent Journal photo
16 showed me in the nude; that I am psychotic and live in a delusory
17 world; charging falsely in a letter to the press that I had
18 distinguished myself by posing naked in a newspaper; attempting
19 to cause me trouble with the IRS by writing black propaganda
20 letters about me; distributing packs of black propaganda which
21 attacked my lawyer Ford Greene, and Judge Breckenridge.

22 37. I worked with attorney Greene from August, 1991 through
23 December, 1995, except for about three weeks in April, 1995.
24 Throughout that period Scientology attempted overtly through
25 misuse of the courts and covertly through its Office of Special
26 Affairs ("OSA"), the organization's intelligence arm, along with
27 other operatives, to prevent me from working with Mr. Greene and
28 from defending myself. Scientology employed a covert operative,
Garry Scarff, whom it had infiltrated into Mr. Greene's office,

1 to develop a black PR "attack line" that Mr. Greene and I were
2 involved in a homosexual relationship. Scientology has subjected
3 Mr. Greene to years of fair game, which included having Scarff,
4 while in his office, steal his office records and cause trouble;
5 concocting a plot with Scarff to have him killed; having Scarff
6 execute false declarations about Mr. Greene; filing five spurious
7 bar complaints against him; operating at least two of his
8 clients, Richard and Vicki Aznaran, as Scientology's own agents,
9 and paying them to execute false declarations against Mr. Greene
10 and breach their contract with him. Scientology was able to
11 achieve one of its desired goals with the Thomas order, Ex. A,
12 which made my working with Mr. Greene threatening and virtually
13 impossible. I have been denied two other good jobs in the past
14 year because of my relationship to the Scientology organization
15 and the threat that goes with it. I have within the past week
16 learned from Mr. Greene that his office was recently burglarized
17 and my office file stolen along with other important legal files.
18 Eugene Ingram has been involved in the attacks on Mr. Greene, has
19 harassed his friends, and sought by "legal" and illegal means to
20 prevent him from effectively litigating against Scientology.

21 38. Throughout its post-settlement judicial attacks on me
22 Scientology has proclaimed that by the "settlement agreement" it
23 sought peace. Scientology also interprets the "agreement" to
24 mean that it can say whatever it wants about me, no matter how
25 false, obnoxious or evil and that I may not respond. The
26 organization has indeed said whatever it wanted to about me,
27 falsely accusing me of crimes and attacking my character and
28 credibility. Scientology claims that if I do respond in any way
I am liable for \$50,000 in liquidated damages, and may be jailed.

1 Scientology, under David Miscavige, has filed bogus lawsuits and
2 been able to get Marin Superior Court Judge Gary W. Thomas for
3 bogus reasons to give them an unreasonable interpretation of the
4 agreement and an unreasonable judgment. Judge Thomas has stated
5 that essentially Scientology may say whatever it wants and I may
6 not respond. Because of, inter alia, what that kind of decision
7 and reasoning portends for Lady Justice, and because the silence
8 of bells too cannot be unrung, I have not succumbed quietly.

9 39. Through the decade of Scientology's legal attacks on me
10 after the December, 1986 "settlement," it has intimidated Mr.
11 Flynn into not coming forward to assist me. He was not only my
12 attorney, he was my good friend. He now says that the contract
13 is evil, that Scientology is evil and he wants to help me. He
14 also says that he signed a "contract" with Scientology, which I
15 was unaware of at the time of the "settlement," which
16 specifically prevents him from assisting me. While acknowledging
17 that this "contract" is illegal, he says that he knows that his
18 life will be ruined even more than it has been by Scientology if
19 he comes forward to help.

20 40. I believe that Scientology's interpretation of the
21 "settlement agreement," to which Judge Thomas has added the
22 authority of the California courts, is unconscionable and
23 unamerican. Because there are dozens of these "contracts" among
24 first hand witnesses to Scientology's criminal and tortious
25 practices, and because of Scientology's fair game use of the
26 "settlement agreement" against me, I believe that a terrible
27 injustice is being abetted by our courts, which should be opposed
28 with all strength. In my opinion, that one party to a settlement
contract, which is supposed to be essentially a peace accord, is

1 able to continue to shoot at the other party, who is wounded, has
2 been disarmed and is not being allowed to defend himself in any
3 way, is not peace at all but a demonic hunting trip. The
4 "settlement agreement," and now the judgment enforcing it, are in
5 this "civilized society," licenses for hunting humans.

6 41. I was paid in settlement by Scientology for its years
7 of psychological cruelty, threat and stalking; i.e., fair game.
8 Scientology's leaders did not learn their lesson but continued
9 the cruelty, threat and stalking of a person already
10 psychologically hurt and altered beyond belief by the actions
11 they promised to cease. I performed my part of the 1986
12 settlement. I dismissed my cross-complaint, released to
13 Scientology all evidence from my case, removed myself from
14 controversy, and gave Scientology the time and freedom it said it
15 wanted to cease fair game. Scientology's leaders, knowing that
16 they had compromised and removed my attorney, failed to perform
17 their part of the settlement, but continued fair game against me
18 after they had psychologically wounded me and, they thought,
19 rendered me defenseless.

20 42. In 1991 I became a Christian. I had, in the years
21 after leaving Scientology, come to recognize that I was guided by
22 God, and I sought to be guided in all circumstances in which I
23 found myself. Once its adherents become sufficiently
24 brainwashed, Scientology does not permit them to believe in God,
25 labels and treats anyone who believes in God as "psychotic," and
26 enforces the satanic idea that God is an "implant," a false idea
27 installed by pain and electronics in man's mind to enslave him.
28 Scientology also teaches that Jesus Christ, the whole Gospel
story, and Heaven are implants designed to enslave man, and that

1 only Scientology has the way to free mankind from this
2 enslavement.

3 43. Scientology promotes to Christians and non-Christians
4 that it is compatible with Christianity, that it holds the Judeo-
5 Christian Bible as a holy work, and that it has no argument with
6 the belief that Jesus Christ was the Savior of Mankind and Son of
7 God. Scientology has distributed promotional materials
8 containing these representations to every member of Congress, to
9 libraries, to the media, to educators, to judges, and to people
10 of influence across this country. Scientology withholds from the
11 public its actual enforced beliefs about God, Christ, Heaven and
12 the Bible. I believe this is religious fraud, and dangerous to
13 everyone lured into Scientology, those already held by its
14 brainwashing system, and society itself. I also believe that
15 Scientology's "creed" is a religious fraud because Scientology,
16 under Hubbard's and Miscavige's control, has never acted in
17 accord with it. Scientology systematically abuses its members'
18 civil rights, and seeks to destroy the same civil rights of its
19 non-Scientologist "enemies."

20 44. Scientology promotes actively and aggressively and uses
21 the public postal system, public forums and public media for its
22 promotions. Scientology is a public figure. It uses its
23 resources to affect legislation and to violate people's civil
24 rights. Its efforts to judicially and extra-judicially silence
25 and destroy me are clear examples. I believe that this is not a
26 legal purpose and not a purpose for which tax-exempt funds can
27 legally be used. I see that Scientology tricks and extorts huge
28 sums of money from people it lures into its system for something
of no value. This money will be used to pay lawyers to attack

1 the same people and those who seek to bring to light or curtail
2 the abuse. I have proof that Scientology obtained its tax-exempt
3 status in 1993 by illegal means. I believe that the Internal
4 Revenue Service and the United States government agencies
5 responsible were derelict in their duties in granting such tax
6 exempt status.

7 45. The documents attached hereto as Exhibits E, F and G
8 show Scientology's use of the "settlement agreement" to skew (and
9 skewer) justice. Exhibit E is a true and correct copy of a
10 declaration executed February 8, 1994 by organization leader
11 David Miscavige and filed in the case of Scientology v. Fishman
12 and Geertz, US District Court for the Central District of
13 California, Case No. CV 91-6426 HLH(Tx). Mr. Miscavige devotes a
14 paragraph to attacking and lying about me, although I had never
15 up to that time filed any statement in the Fishman case. (Ex. E,
16 31:22-32:14) In response to this attack and to provide the truth
17 underlying Mr. Miscavige's false charges I filed in Fishman a
18 declaration executed February 22, 1994, a true and correct copy
19 of which, along with true and correct copies of the exhibits
20 thereto, is attached hereto as Exhibit F. Shortly thereafter
21 Scientology moved to seal certain documents in the Fishman court
22 file, one of which was my February 22 declaration. In response
23 and in opposition to this motion I wrote and filed a declaration
24 executed April 21, 1994, a true and correct copy of which,
25 without the exhibits thereto, is attached hereto as Exhibit G.
26 Scientology sued me for these declarations, charging that they
27 were "breaches" of its "settlement agreement," and claiming
28 \$50,000 liquidated damages for each. My "voluntary assistance"
to defendants Fishman and Geertz by way of these declarations is

1 referred to in the Thomas order at Ex. A, 4:8-11. Correcting of
2 the Miscavige lies and preventing my own words from being sealed
3 was impossible "involuntarily" because discovery was already
4 closed in the Fishman case. Even if discovery was still open
5 there was not sufficient time to go through the ritual of being
6 served, opposing Scientology's motions to prevent the deposition
7 from going forward, combatting Scientology's obstructionist
8 lawyers in deposition, and waiting for the deposition transcript.
9 In my opinion, Mr. Ward is in a similar position: even if he
10 could afford to pay a court reporter, there is not time enough to
11 obtain the needed testimony before it is needed. For this reason
12 alone I believe non-assistance "contracts" such as those
13 Scientology uses must be ruled illegal.

14 46. That Scientology will move to block the depositions of
15 people who signed its "settlement agreements" is shown by
16 Scientology's "motion ... to delay or prevent the taking of
17 certain third party depositions," a true and correct copy of
18 which is attached hereto as Exhibit H. Scientology filed this
19 motion in the Corydon litigation after I was served in the case
20 with a deposition subpoena. The motion is based on a declaration
21 by Scientology attorney Lawrence Heller executed November 1,
22 1989, a true and correct copy of which is also attached hereto as
23 part of Exhibit H. In this declaration Mr. Heller states that
24 "The non-disclosure obligations were a key part of the settlement
25 agreements insisted upon by all parties involved." (Ex. H, 9:5-
26 7) Mr. Heller also states in the memorandum of points and
27 authorities: "One of the key ingredients to completeing these
28 settlements, insisted upon by all parties involved was strict
confidentiality respecting: ... any knowledge possessed by the

1 Scientology entities concerning those staff members of
2 parishioners." (Ex. H, 4:9-14) Mr. Heller was of course lying,
3 because Scientology had by then disseminated mountains of post-
4 settlement black PR about me possessed by the organization. He
5 was also lying about the reciprocity of the non-disclosure
6 conditions because Scientology enforced its "settlement
7 agreement" with me on that basis of its being able to say
8 whatever it wanted about me but I must remain silent. Judge
9 Thomas's refusal to deal with or even acknowledge attorney
10 Heller's lies and Scientology's inconsistent statements
11 concerning reciprocity, even though these were carefully
12 pointed out to him in my papers filed in the cases before him, I
13 believe is an indicator of Scientology's corruption of the
14 judicial process.

15 47. That Scientology will also subvert our courts' power to
16 prosecute "contempt" is shown in its "application for order to
17 show cause why Gerald Armstrong should not be held in contempt,"
18 filed December 31, 1992 in Armstrong II. A true and correct copy
19 of the application and Scientology's supporting documents is
20 attached hereto as Exhibit I. Scientology filed another
21 application for an OSC re contempt shortly after this one,
22 charging that my providing a declaration to Lawrence Wollersheim
23 in the case of Scientology v. Wollersheim, Los Angeles Superior
24 Court Case No. BC 074815, was a violation of its "injunction."
25 Scientology's charges were either misrepresentations of my
26 actions or completely manufactured. Ultimately Judge Diane Wayne
27 discharged all of Scientology's contempt charges in a ruling
28 dated July 28, 1994, a true and correct copy of which is attached
hereto as Exhibit J. I do not believe I will receive equally

1 fair treatment from Judge Thomas, and I am at great risk of
2 Scientology being successful before him in its pressing to have
3 me jailed. I wrote a declaration in opposition to Scientology's
4 contempt charges, and the organization deemed that declaration
5 itself a violation of the "settlement agreement." I do not have
6 immediate access to that declaration, and many of my legal
7 papers, but I will be able to provide it and any other documents
8 in the near future if requested. The documents I am attaching as
9 exhibits to this declaration are a small fraction of the
10 materials I have which show Scientology's malevolent side and its
11 dedication to and employment of fair game.

12 48. Attached hereto as Exhibit K is a true and correct copy
13 of an article from the Boston Globe dated November 24, 1979
14 concerning Scientology's fair gaming of writer Paulette Cooper,
15 and mentioning other organization intelligence ops.

16 49. Attached hereto as Exhibit L is a true and correct copy
17 of a series of articles from the Oregonian dated from March 28,
18 1985 through May 24, 1985 covering the trial of Julie
19 Christofferson against Scientology in Portland, Oregon. The
20 April 5, 1985 article contains the statement concerning the
21 illegally obtained videotapes of me: "'I think they are
22 devastating, devastating against the church,' Multnomah Circuit
23 Judge Donald H. Londer said." The May 18, 1985 article announces
24 the jury's award of thirty-nine million dollars to Ms.
25 Christofferson.

26 50. Attached hereto as Exhibit M is a true and correct copy
27 of an article from the Los Angeles Times announcing Judge
28 Londer's declaring a mistrial, a month after the jury rendered
its verdict.

1 51. Attached hereto as Exhibit N is a true and correct copy
2 of a series of articles from the Toronto Star and the Toronto Sun
3 dated from March 12, 1992 through April 30, 1992 covering a \$1.6
4 million damage award to Crown Prosecutor Casey Hill whom
5 Scientology and its lawyers libeled, and the trial of Scientology
6 in Toronto, Canada for spying and theft.

7 52. Attached hereto as Exhibit O is a true and correct copy
8 of an article from the Denver Post dated November 23, 1996
9 concerning the conviction of the head of Scientology in Lyon,
10 France for subjecting a man to "psychological torture" resulting
11 in his suicide.

12 53. Attached hereto as Exhibit P is a true and correct copy
13 of an article from the San Francisco Chronicle dated December 26,
14 1996 concerning Germany's efforts to control Scientology's abuses
15 and Scientology's attack on Germany.

16 54. These articles, which are but a small fraction of the
17 press around the world critical of Scientology, also support the
18 invalidation of the Scientology's "settlement agreements" and the
19 Thomas order. It is entirely wrong that anyone be denied
20 participation in a public controversy of this magnitude, a public
21 controversy concerning national sovereignty and national security
22 decisions.

23 55. It is also wrong, and I believe constitutionally
24 impermissible, to deny anyone freedom of religion by "contract"
25 or court order. The Thomas order prohibits me from "discussing
26 ... Scientology, the Church, and/or any of the Beneficiaries;"
27 (Ex. A, 8:14-16) If such a prohibition is legal concerning
28 Scientology, a parallel prohibition would be legal concerning,
for example, Christianity, God, and any religious experience of

1 any kind. The idea that this country's courts can give a
2 "church" \$50,000 in liquidated damages and send someone to jail
3 for his discussing God or Christ or the Holy Scriptures, is of
4 course absurd. Who but evil itself would hatch such an idea?
5 Scientology's "settlement agreement," its efforts to enforce, and
6 the Thomas order are no less absurd, and no less evil's idea.
7 Suppression of critics of a religion through judicial means is a
8 violation of the Constitution's "Establishment Clause," and the
9 Religious Freedom Restoration Act of 1993. Michael Flynn did not
10 have my permission to sell Scientology my freedom of religion
11 (nor any of the other personal freedoms I possessed and enjoyed
12 before the "settlement"), and even if I had given him such
13 permission he could not sell it. It cannot be sold. Scientology
14 couldn't buy it. It cannot be bought. Scientology claims it
15 purchased my freedom of religion, in fact claims that it paid me
16 eight hundred thousand dollars for it, but it could not have. If
17 it paid \$800,000.00 for something it couldn't buy, receive or
18 possess it paid way too much. In reality, and I would think
19 happily for Scientology, it received from me the dismissal of my
20 cross-complaint, my accumulated evidence of its fraud and
21 criminality, and my sincere efforts to let there be peace. Thus
22 it got a terrific deal, and its whining that I wouldn't sell what
23 it couldn't buy is silly.

24 56. Freedom of religion without freedom to discuss religion
25 and religious experience is impossible. Scientology insists that
26 the world accept that it is a religion. It asserts in its "bona
27 fides," indeed in the submissions upon which it was able to get
28 the US Government to give it tax-empt status, that it is
organized solely for religious purposes. The experiences of its

1 members inside and in relationship to the organization, its
2 founder, its "scriptures," its practices and its other members
3 must therefore be religious experiences. In my opinion, as long
4 as Scientology maintains that it is a religion it cannot legally
5 prohibit, by judicial means in this country's courts, anyone from
6 discussing anything about it. In my opinion, since Scientology
7 insists on binding its members with "non-disclosure bonds" and
8 similar "contracts," and binding its former members or targeted
9 "enemies" with "settlement agreements" like Exhibit C hereto, it
10 cannot be a religion; i.e., it cannot have it both ways.

11 57. In my opinion, the exposing or dissemination of
12 Scientology's "sacred scriptures," which is at issue in the Ward,
13 Henson and Erlich cases, as well as in the Lerma and Factnet
14 cases, is an analogous situation in which the same greater
15 principle of religious freedom applies. An entity which claims
16 to have secret writings, which people to see must pay and agree
17 to not discuss, cannot actually be a religion, because such a
18 policy on its face restricts or prohibits religious expression.
19 Such an entity can be a "secret-selling company," or some such,
20 in competition with other secret-selling companies, as long as it
21 does not try to claim that the secrets it sells are "religious"
22 secrets. Practically speaking, the only time this would become
23 an issue is if an entity claiming to be a religion attempted to
24 judicially prohibit the publication of its religious secrets or
25 judicially punish their publishers. Obviously people have the
26 normal secrets that normal people have, and people talk about
27 them and keep them or not, and so forth. A real religion would
28 have no reason to prevent the publication of its scriptures, and
it would possess no "secret scriptures." In my opinion, whoever

1 has published Scientology's "secret scriptures" has in reality
2 only been engaging in religious expression. In my opinion this
3 kind of expression is an expected, logical response to
4 Scientology's efforts to corrupt the meaning of religion to
5 "sanctify" its antisocial and dangerous mindset and criminal
6 activities. It is expression which cannot legally be prohibited
7 or punished by judicial process.

8 58. In my observation, Mr. Ward, Mr. Wollersheim, Mr.
9 Henson, Mr. Erlich, Mr. Lerma and Mr. Penny (hereinafter,
10 "WWHELP") are in general agreement that Scientology is not a
11 sincere, and hence real, religion but is a criminal cult engaged
12 in harmful practices. In my opinion, if WWHELP are correct in
13 their assessment, and if they did expose or publish Scientology's
14 secret documents, they were and are completely justified in
15 having done so. It goes without saying that criminal cults, or
16 any criminal enterprises for that matter, are against public
17 policy. It is certainly conceivable that writings which direct
18 criminal cult members to think a certain way and perform certain
19 acts in order to rise within the criminal cult's hierarchy, or
20 become more criminal, are also against public policy. In my
21 opinion a reasonable person who has been presented with the facts
22 about Scientology that each of the alleged publishers possessed
23 at the time the publications were made would have believed that
24 the prosecution of anyone pursuant to trade secret or copyright
25 law for the publication of such writings is itself against public
26 policy. Thus Scientology's actual nature is relevant to WWHELP's
27 defenses. If Scientology is a religion, then WWHELP are
28 justified in their religious expression. In my opinion, for
Scientology to now "become" a religion, among the other things it

1 must do, it must cease its judicial persecution of anyone for his
2 religious expression, even if that be criticism, publication or
3 sworn testimony. Scientology must otherwise, in my opinion, be
4 seen as electing to remain a criminal cult, and must in these
5 matters have our courts' ears shut to it, in limine.

6 59. This Court stated in its order dated January 6, 1997
7 filed in the Erlich case:

8 "The relevant inquiry is whether the documents for which
9 trade secret protection is sought are "'generally known' to
10 the relevant people -- the potential 'competitors' of the
11 Church." [site] Nevertheless, defendant has not established
12 the extent to which the specific processes and instructions
13 contained in the works are known generally or to potential
14 competitors.

15 "How to identify "potential competitors" is a difficult
16 question. However, members of the newsgroup "alt.religion.
17 scientology" might be considered as such." (Order, 21:10-14;
18 n.17).

19 The identification of Scientology's "potential competitors" is
20 actually not a difficult question. In accordance with a long
21 line of US Supreme Court cases touching on religious matters, a
22 court's attempting to answer such a question would, however, be
23 impermissible. It is made "difficult" only because our courts do
24 not generally, aside from rare anomalies such as "natural
25 disasters," permit themselves to ascribe causation in human
26 affairs to God. The actions of Scientology, calling itself a
27 religion and prosecuting religious expression in secular courts,
28 now make answering this question in these courts possible and
permissible. In my opinion, Scientology's actual "competitors"

1 are those whom God guides, those through whom He works to carry
2 out His purposes.

3 60. In the "religious realm," God's working in the lives of
4 people, although, to those who understand it, infinitely more
5 wonderful than any other conceivable possibility, is simply
6 what's true, at least for someone. This nation's courts have
7 dealt with this truth by insisting that within the cases over
8 which they preside the truth or falsity of religious beliefs will
9 not be questioned; in this case, whether God indeed works in
10 people's lives, and specifically whether God's guidance resulted
11 in the exposing or publication of Scientology's "secret
12 scriptures."

13 61. The guided come from any religion and from no religion.
14 They include those who seek God's guidance and those who don't
15 seek His guidance, and may not even know or care that it is
16 available. Some people may know they're called to do God's work,
17 and don't do it. Some may not know they're called but do His
18 work anyway. This is easily understandable because God has given
19 everyone a conscience and written His Laws on everyone's heart,
20 whether they know it or accept it or not. It is also easily
21 understandable that the guided would be Scientology's natural
22 "competitors" because Scientology has made a religion of
23 nonguidance; and religion is a realm in which God observably has
24 never let nonguidance triumph. Although man may attempt to keep
25 God out of his other realms, he cannot keep God out of religion,
26 because in this world it is His Realm.

27 62. Scientology does not acknowledge God's guidance, in
28 fact teaches, despite its public relations to the contrary, that
God does not exist. In his bulletin dated May 11, 1963 entitled

1 "Routine 3 Heaven," a true and correct copy of which is attached
2 hereto as Exhibit Q, L. Ron Hubbard writes that Heaven, God and
3 Christ are "implants," electronic mechanisms to entrap and
4 enslave mankind. These "religious" assertions are of course
5 blasphemous. He writes moreover about the scientific nature of
6 this "knowledge:"

7 "This HCO Bulletin is based on over a thousand hours of
8 research auditing, analyzing the facsimiles of the
9 reactive mind, and with the help of a Mark V
10 Electrometer. It is scientific research and is not in
11 any way based upon the mere opinion of the researcher.
12 This HCO Bulletin is not the result of the belief or
13 beliefs of anyone. Scientology data reflects long,
14 arduous and painstaking research over a period of some
15 thirty years into the nature of Man, the mind, the
16 human spirit and its relationship to the physical
17 universe. The data and phenomena discovered in
18 Scientology is common to all minds and all men and can
19 be demonstrated on anyone. Truth does not require
20 belief to be true any more than water requires anyone's
21 permission to run downhill. The data is itself and can
22 be duplicated by any honest researcher or
23 practitioner." (Ex. Q, at p. 4)

24 "Routine 3 Heaven" is considered by Scientology as part of its
25 "confidential Church scriptures which are protected trade
26 secrets." I possessed this bulletin inside the organization,
27 legally possess it now, and know personally at least a dozen
28 other people who now possess it.

63. In his bulletin dated September 23, 1968 entitled

1 "Resistive Cases Former Therapy," a true and correct copy of
2 which is attached hereto as Exhibit R, Mr. Hubbard writes that
3 "the Christian Churches [] uses implanting." He calls them
4 "gangsters" who "invented Christ (who comes from the crucifixion
5 in R6 75m years ago) (Hubbard's parents.) and implanted their way
6 to "power"." (Ex. R. at p. 2). This is also one of Scientology's
7 "secret scriptures," which I and many other people legally
8 possess. It, like the rest of the organization's "secret
9 scriptures," is an attack on Christianity, and blasphemous.

10 64. Scientology has its salvation "plan," its goal to
11 "clear the planet." It charges, even extorts, terrible sums of
12 money, and lies to, cheats and bullies its adherents and targeted
13 opposition. Its guiding principle is fair game, its doctrine of
14 opportunistic hatred, pursuant to which it uses the law to harass
15 its targets. God's plan on the other hand is free to everyone.
16 He guides people to tell the truth and cheat and bully no one,
17 but stand up to cheats and bullies, and stand up for their
18 targets. Scientology's leaders and God and His guided are
19 "competitors" for human souls. Scientology seeks to enslave
20 souls, while God seeks only their freedom. Other enslavers of
21 the soul work through other cons appealing to greed, lust, fear,
22 evil and the like. They all lie. No one is guided by God to
23 bind human souls with "contracts" or threats which limit their
24 expression. No one is guided by God to hate, cheat or bully, or
25 to use the law to harass. God's guidance is wisdom.
26 Scientology's guidance is stupidity; hence dangerous. The
27 exposing of dangerous cults masquerading as religions, and other
28 enslavers, is a Biblically-blessed work of the guided. Bringing
Scientology's actual nature, a facet of which is reflected in its

1 "secret scriptures," to light has arisen at this time because of
2 a certain imminence. The global nature of Scientology's threat
3 to religion, and its menace to the minds of God's children at
4 this time are observable factors. It is altogether
5 understandable that God would reach out through those who are
6 available for His work in the realm of religion. WWHELP have
7 played God-given rolls in bringing Scientology's fraud and
8 dangers to light, and they are a part of those God guides to such
9 religious expression. Some people testify, some picket, some
10 encourage, some pray, some post their stories to ars. These very
11 cool spirits may or may not believe, sense or know they are
12 guided by God. One might think Christians would be the people
13 most willing to speak out about Scientology and expose its
14 "secret scriptures," because in the realm of religion the
15 organization theologically is antichristian. I have no reason to
16 believe that any of WWHELP consider themselves Christians.
17 WWHELP in fact may have thought they exposed Scientology's
18 "secret scriptures," if they indeed did, for other reasons; e.g.,
19 that they showed it to be a criminal cult; that they are evidence
20 of practicing medicine without a license; that the exposure might
21 save someone from paying the criminal cult three hundred sixty
22 thousand dollars to get to see. In my opinion, they have done
23 God's work. Supporting that opinion is that fact that they
24 published whatever they did without any intent to gain monetarily
25 thereby. A prophet brings God's message to His children, and
26 cannot be silenced by our courts, even if he is a Prophet to
27 Scientologists.

28 65. Scientology claims to be prosecuting WWHELP for
allegedly publishing its "secret scriptures," which includes the

1 "OT materials," and the "NOTS materials." To accomplish its
2 raids and bring and maintain its lawsuits the organization has
3 asserted that the OT and NOTS materials had been kept secret, and
4 were not generally known except by its own adherents. This is
5 false. I have possessed a copy of the OT materials for many
6 years, and I know others who possessed these materials long
7 before any of the internet publications. During the Armstrong I
8 litigation I possessed a copy of the complete set of NOTS
9 materials, and I know several other people who possessed them
10 long before any were published on the internet. At the time of
11 the Armstrong I "settlement" I delivered my copy of the NOTS
12 materials to the Scientology organization. This copy should be
13 available to WWHELP through discovery in their cases. In my
14 opinion, Scientology's leaders have not brought these cases to
15 protect the "secret scriptures," because they are not secret, but
16 have used the law of trade secret and copyrights as an
17 opportunity to harass available "targets," and thus send a brutal
18 message to intimidate anyone whom God might call to stand up and
19 speak free.

20 66. Each of the WWHELP cases is being prosecuted by
21 Scientology entity RTC, which claims to own the "religion's"
22 marks, trade secrets and copyrighted materials. RTC, operated by
23 David Miscavige, is able to "legally" control the "religion," its
24 operations, personnel, communication lines, finances, lawyers and
25 agents because of this claimed ownership. In my opinion RTC did
26 not obtain this claimed ownership by legal means, and now
27 maintains such illegally ownership to the detriment of the
28 practitioners of the "religion" and society at large. It is my
understanding that David Miscavige notarized the signature of L.

1 Ron Hubbard near the time of his alleged death in 1986 on a
2 document which transfered Mr. Hubbard's ownership of certain
3 rights and/or marks from himself to RTC. While on board the
4 "Apollo" during 1972 through 1974 I was required on a number of
5 occasions to have Mr. Hubbard's signature notarized on various
6 documents. There were a couple of notaries in Portugal I got to
7 know who would verify the signature by comparison with a
8 signature in their signature book. There were times when I took
9 documents to these notaries which were not signed by Mr. Hubbard,
10 but by Joyce Popham, who could sign his signature extremely well.
11 Two of the documents signed by Ms. Popham were for the
12 registration of the marks "Dianetics" and "Scientology." The
13 forging of signatures or obtaining false notarizations is not
14 unreasonable in Scientology affairs. There is as well the more
15 serious question of Mr. Hubbard's actually not owing or
16 possessing the rights RTC says it acquired from him.

17 67. Attached hereto as Exhibit S is a true and correct copy
18 of three documents I received in late November, 1996 from Craig
19 Branch of the Watchman Fellowship, a Christian research and
20 apologetics organization and publisher. The first document is an
21 undated letter to me from Mr. Branch. The second is a letter
22 dated October 21, 1996 from Cathy Norman of Scientology's Office
23 of Special Affairs in Austin, Texas. The third document is black
24 PR on me in the form of a standard "DA document." It repeats the
25 same lies David Miscavige put in his declaration (Ex. E). See,
26 e.g., Ex. S, DA Doc, at p. 4 where Scientology asserts that "the
27 Church obtained permission from the Los Angeles Police Department
28 to conduct undercover surveillance of Armstrong, and compare with
Ex. F, and the attached public announcement of then LAPD Chief

1 Daryl Gates. According to Scientology I cannot respond to
2 correct the lies in this latest example of Scientology's black PR
3 to reach me, in this case sent to a prominent person in the
4 Christian community. Scientology is attempting with this sort of
5 attack, coupled with its "non-disclosure" contracts and orders,
6 its glossy PR, legal triumphs, etc. to rewrite history. I
7 believe Scientology's efforts to rewrite history are dangerous,
8 and my silence only abets the threat. In my opinion, Scientology
9 can never rewrite history, and it is well advised to give up the
10 effort and instead through honest change become the honest
11 organization it now tries dishonestly to get the world to believe
12 it is.

13 68. On January 23, 1996 I received in the mail from Grady
14 Ward a subpoena, a true and correct copy of which is attached
15 hereto as Exhibit T, for production of documents in his case.

16 69. On January 24 I received from attorney Andrew H. Wilson
17 a fax letter, a true and correct copy of which is attached hereto
18 as Exhibit U, threatening prosecution in Armstrong IV if I
19 provide documents to Mr. Ward pursuant to his subpoena. This
20 letter is frightening to me, and supports why I am sending this
21 declaration directly to the Court, and why the "settlement
22 agreement" and the Thomas order are illegal. Mr. Ward does not
23 have the time to wait for my testimony until Scientology's motion
24 for protective order is heard before he must file this testimony.
25 In my opinion, that is precisely why Mr. Wilson has sent his
26 threat letter. Scientology already enjoys a terribly uneven
27 playing field in its cases against WWHELP, especially against Mr.
28 Ward and Mr. Henson, who are proceeding unfinanced and undefended
by lawyers. We're kindred souls. Scientology spends millions on

1 lawyers and more millions on private investigators. Its history
2 of attacks on judges and efforts to compromise judges was known
3 to me inside the organization, and I have learned more about this
4 evil since leaving. Scientology's personnel are trained to lie,
5 and its lawyers paid to lie. It has a policy and history of
6 destruction of evidence (See, e.g., Ex. D). It seizes every
7 advantage our country's laws confer on religions and does not
8 perform its responsibilities as a religion. It keeps witnesses
9 with material evidence bound and intimidated by illegal "non-
10 assistance" contracts and other threats. Other people who have
11 testimony regarding Scientology's nature, structure, history,
12 "scriptures," and practices, who I know or have been so informed,
13 to also be bound by Scientology's "contracts," include, at least:
14 Laurel Sullivan, William Franks, Howard Schomer, Martin Samuels,
15 Michael Flynn, Esq., Julia Dragojevic, Esq., Garry P. McMurry,
16 Esq., Gabe Cazares, Bent Corydon, Michael Douglas, Kima Douglas,
17 Nancy Dincalci, Edward Walters, Julie Christofferson, Nancy
18 McLean, John McLean, Warren Friske, Robert Dardano, Tonja Burden,
19 Margery Wakefield, Paulette Cooper, David Mayo. In my opinion,
20 Scientology steps so brazenly into court and sues so wantonly
21 because it believes it has so many people bound to silence that
22 it can lie with impunity.

23 70. Mr. Ward, and indeed all of WWHELP, should be able to
24 freely obtain the testimony of anyone willing to testify on their
25 behalf, or by subpoena anyone unwilling. They should be able to
26 obtain the assistance of any expert witness they believe can
27 help. Because Scientology has so distorted the floor of the
28 legal arena I am moved to seek guidance in how to help. No
person, seeking and knowing God's guidance, would not help. I

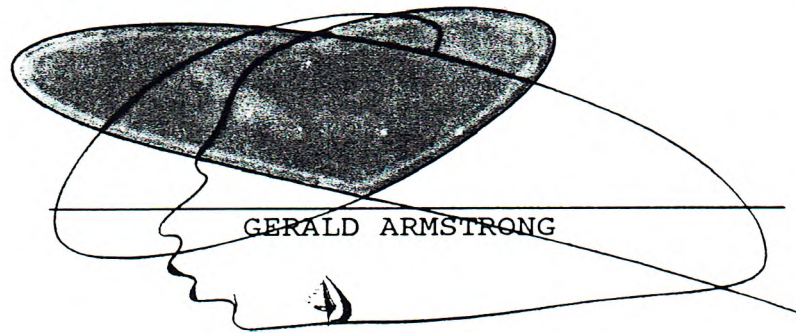
1 have a personal interest in the outcome of all of Scientology's
2 cases, because an outcome favorable to the organization will be
3 used to attack me and my friends.

4 71. If it is within this Court's power, and I believe it
5 is, I ask that it issue an order prohibiting Scientology from
6 interfering with Mr. Ward's, Mr. Henson's and Mr. Erlich's
7 witnesses, including me, and an order to Scientology to release
8 me from its "contract" and the Thomas order so that I am free to
9 assist these defendants in their cases.

10 I declare under the penalty of perjury under the laws of the
11 State of California that the foregoing is true and correct.

12 Executed at San Anselmo, California, on January 26, 1997

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28



GERALD ARMSTRONG

ORIGINAL

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Attorneys for Plaintiff/Judgment Creditor

FILED

FEB 19 1997

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY COURTS
By: J. Naue, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California not-for-profit)
religious corporation;)

Plaintiff,

vs.

GERALD ARMSTRONG, et al.,

Defendants.

Case No. 157 680

[CONSOLIDATED]

DECLARATION OF ANDREW H.
WILSON IN SUPPORT OF EX
PARTE APPLICATION FOR
ORDER TO SHOW CAUSE RE
CONTEMPT

Date: 2-18 97 3-14-97
Time: 9:00 am
Place: D-1

I, ANDREW H. WILSON, declare as follows:

1. I am a partner of the law firm of Wilson Campilongo LLP and am an attorney admitted to practice in the State of California. I am one of the attorneys responsible for the representation of the Plaintiff/Judgment Creditor in this action. As such, I have personal knowledge of the facts set forth below and, if called upon to testify on such matters, would and could do so competently.

2. In December of 1986, Armstrong entered into a Mutual Release of All Claims and Settlement Agreement (the "Agreement") pursuant to which CSI paid Armstrong \$800,000.00.

WILSON CAMPILONGO LLP
115 Sansome Street, Suite 400
San Francisco, California 94104

1 In exchange for his receipt of such funds, Armstrong promised, in essence, to cease disseminating
2 "information" concerning CSI and to cease assisting others pressing claims against CSI and related
3 entities.

4 3. I am informed and believe that, beginning in approximately 1990, Armstrong
5 fraudulently transferred substantially all of his assets and began repeatedly breaching almost every
6 covenant he made in the Agreement.

7 4. As a result of Armstrong's conduct, CSI brought an action for breach of the
8 Agreement seeking, *inter alia*, a permanent injunction preventing Armstrong from further
9 breaching the Agreement. Armstrong filed various claims against CSI for breach of the
10 Agreement.

11 5. The Honorable Ronald Sohigian entered the Preliminary Injunction in late May,
12 1992. Less than a month later, I was questioning Mr. Armstrong at a deposition when he testified
13 on his intention to ignore the settlement agreement and Judge Sohigian's Order:

14 A. When, I mean, I have, I have absolutely no intention of
15 honoring that settlement agreement. I cannot. I cannot logically.
16 I cannot ethically. I cannot morally. I cannot psychically. I cannot
philosophically. I cannot spiritually. I cannot in any way. And it
is firmly my intention to not honor it.

17 Q. No matter what a court says?

18 A. No court could order it. They're going to have to kill me.

19 6. A true and correct copy of page 124 of the Deposition of Gerald Armstrong taken
20 Wednesday, June 24, 1992, in which Mr. Armstrong made this statement, is attached hereto and
21 incorporated herein by reference as Exhibit A.

22 7. Shortly thereafter, in a declaration of February 2, 1993, Armstrong stated, "I do
23 not believe such non-assistance, covenants or orders are legal or do anything but obstruct the
24 administration of justice and attempt to destroy men's souls." A true and correct copy of pages
25 1, 9-11 and 29 of said declaration is attached hereto and incorporated herein by reference as
26 Exhibit B.

27 8. On August 15, 1993, Mr. Armstrong wrote to me, declaring that his breaches of
28 the settlement agreement and of Judge Sohigian's Preliminary Injunction continued unabated, even

1 in Armstrong's sleep. A true and correct copy of the letter which I received from Mr.
2 Armstrong, dated August 15, 1993 is attached hereto and incorporated herein by reference as
3 Exhibit C.

4 9. On October 17, 1995, this Court granted an Order of Permanent Injunction against
5 Armstrong (the "Order") following certain motions for the Summary Adjudication of Issues by
6 CSI's. Such Order was later incorporated into the judgment ("Judgment") entered against
7 Armstrong on May 2, 1996. Attached hereto is Exhibit "D" is a true and correct copy of the
8 Judgment, to which the Order is an exhibit. The Order and the Judgment are collectively referred
9 to hereinafter as the "Injunction.")

10 10. Since its entry, there has been no successful challenge to validity of the Order by
11 Armstrong. Armstrong, representing himself in pro per, has filed a Notice of Appeal regarding
12 the Judgment and Order which has yet to be briefed. The Preliminary Injunction which preceded
13 the Order was affirmed following Armstrong's petition to the Court of Appeals.

14 11. Armstrong's counsel appeared at the hearing pertaining to the Order and I am
15 informed and believe that he received notice of entry thereof. Armstrong further received notice
16 of entry of the Order.

17 12. On Thursday, January 30, 1997, I learned of actions by Mr. Armstrong which I
18 believe are clear violations of the Injunction. Attached hereto and incorporated herein by
19 reference as Exhibit E is a cover letter and accompanying declaration (the "Declaration"), without
20 exhibits, which I am informed and believed was sent to the Hon. Ronald M. Whyte, the United
21 States District Judge presiding over three cases in which the plaintiff is Religious Technology
22 Center ("RTC"), a Beneficiary of the Injunction - RTC v. Ward, Action No. C96-20207 RMW,
23 Northern District of California, RTC v. Henson, Action No. C96-20271 RMW, Northern District
24 of California, and RTC v. Erlich, Action No. C95-20091 RMW, Northern District of California.
25 These cases all involve publications over the internet by the defendants of various literary works
26 in violation of RTC's intellectual property rights.

27 13. In RTC v. Ward, Mr. Ward has moved to preliminarily enjoin RTC from engaging
28 in what he terms "harassive conduct." In support of that motion, Mr. Ward has put before the

1 Court wild, unsupported allegations of wrongful conduct by RTC, including the wholly false
2 allegation that RTC's Chairman, David Miscavige, sent an e-mail to Ward threatening his
3 children.

4 14. Armstrong's Declaration consists of a verbose regurgitation of every imagined
5 wrong done to Armstrong, and a host of other "victims," by CSI and its affiliates since the late
6 1970s. In it, Armstrong states that he is sending the Declaration to Judge Whyte directly so as
7 not to violate the Injunction. Declaration at ¶10. Armstrong has concluded that he can properly
8 send the Declaration to Judge Whyte because he is only prohibited from assisting persons litigating
9 against CSI and affiliates, and that the Declaration is provided to assist Judge Whyte to assist him
10 in "judging litigations involving the orders 'beneficiaries'." Id.

11 15. This was not Armstrong's first violation of the Injunction. On October 7, 1996,
12 Armstrong drafted a letter to the Los Angeles City Council containing various disparaging
13 statements against CSI, purportedly with the purpose of dissuading the City Council from re-
14 naming a street after L. Ron Hubbard (the "Letter"). A true and correct copy of the Letter is
15 attached as Exhibit F. He then disclosed the Letter so as to facilitate it being posted on the World
16 Wide Web to receive the broadest publication. The Letter consists of over one thousand (1,000)
17 words, not including its lengthy attachment. The Letter is dated October 7, 1996, and contains
18 a string of attacks against CSI, the beneficiaries of the Order and the Scientology faith. Attached
19 hereto as Exhibits G and H is correspondence between myself and Mr. Armstrong concerning the
20 Letter. Because it was so ineffectual and because CSI wishes to avoid disputes with Armstrong
21 where humanly possible, CSI decided not to bother the Court with this violation.

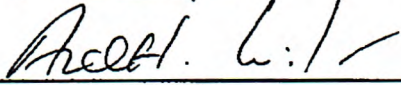
22 16. While the preliminary injunction which preceded the Order was in effect,
23 Armstrong willfully disobeyed it on numerous occasions. This gave rise to an earlier Order To
24 Show Cause Re Contempt, which was heard in December 1994 by the Honorable Diane Wayne.
25 I represented CSI at that hearing. Armstrong admitted the violations and pled for mercy from the
26 court. Judge Wayne discharged the contempt but admonished Armstrong to conduct himself
27 appropriately in the future.

28 17. Armstrong successfully discharged the approximately \$300,000.00 awarded by this

1 Court in damages to CSI in his bankruptcy proceedings. Armstrong failed in his effort to have
2 Bankruptcy Court discharge him from the contractual obligations upon which the Order is based.

3 18. On February 14, 1997 at approximately 11:30 a.m. I telephoned Mr. Armstrong
4 at 456-8450 and left a message on his answering machine that I would be making this Application
5 on February 18, 1997 at 9:30 a.m. in Courtroom H of the above-entitled court.

6 I declare under penalty pursuant to the laws of the State of California that the foregoing
7 is true and correct. Executed this 14th day of February 1997 at San Francisco, California.

8 
9 _____
10 ANDREW H. WILSON
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MARIN COUNTY COURTS

DATE:06/13/97 TIME: 9:00 A.M. DEPT NO: 1 CASE NO: 157680

PRESENT: HON. GARY W. THOMAS, JUDGE

REPORTER: ELAINE PASSARIS

CLERK: LOUISE MORRIS

PLAINTIFF: CHURCH OF SCIENTOLOGY
INTERNATIONAL

vs.

DEFENDANT: GERALD ARMSTRONG, ET
AL

Andrew Wilson

Robert Taylor for ^{deft.} Michael Walton

NATURE OF PROCEEDINGS: WRIT OF ATTACHMENT HEARING

RULING

PLAINTIFF'S APPLICATION FOR A RIGHT TO ATTACH ORDER AND WRIT OF ATTACHMENT IS DENIED. PLAINTIFF HAS NOT ESTABLISHED THE PROBABLE VALIDITY OF ITS CLAIM THAT DEFENDANT TRANSFERRED THE SUBJECT PROPERTY TO WALTON "[W]ITH ACTUAL INTENT TO HINDER, DELAY, OR DEFRAUD" PLAINTIFF. PLAINTIFF'S OWN EVIDENCE SHOWS THAT DEFENDANT NEVER BELIEVED THE SETTLEMENT AGREEMENT WAS ENFORCEABLE AND THUS WOULD NOT HAVE EXPECTED PLAINTIFF WOULD BE ABLE TO RECOVER UNDER THE LIQUIDATED DAMAGES PROVISION. (SEE PS EX. C AT 84:9-12, 86:8-12, 87:11-18, 102:21, 102:24, 103:18, 151:11-15.) IN FACT, PLAINTIFF DID NOT FILE ITS BREACH OF CONTRACT ACTION AGAINST DEFENDANT UNTIL FEBRUARY 1992 AND DID NOT PREVAIL ON ITS SUMMARY ADJUDICATION MOTIONS UNTIL 1995, WHILE THE TRANSFER OCCURRED IN AUGUST 1990. THUS, THIS SUPPORTS THE CONCLUSION THAT DEFENDANT GAVE AWAY HIS PROPERTY BECAUSE OF HIS CALLING FROM GOD RATHER THAN TO AVOID HIS OBLIGATIONS TO PLAINTIFF. (SEE PS EX. A AT 78:7-12; EX. C AT 79:2-9; WALTON DECL., ¶8.)

The tentative ruling is argued and adopted.

063

1 ANDREW H. WILSON, ESQ., SBN #063209
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3 (415) 391-3900
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4 KENDRICK L. MOXON, ESQ., SBN # 128240
5 MOXON & BARTILSON
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7 (818) 546-5068 (fax)

8 Attorneys for Plaintiff/Judgment Creditor
CHURCH OF SCIENTOLOGY INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

11 CHURCH OF SCIENTOLOGY
12 INTERNATIONAL, a California not-for-profit
religious corporation,

13 Plaintiff,

14 vs.

15 GERALD ARMSTRONG, et al.,

16 Defendants.

) CASE NO. 157 680

) [CONSOLIDATED]

) DECLARATION OF ANDREW H.
) WILSON IN SUPPORT OF EX
) PARTE APPLICATION FOR
) ORDER TO SHOW CAUSE RE
) CONTEMPT

) Date:

) Time:

) Dept:

18
19 I, ANDREW H. WILSON, declare as follows:

20 1. I am a partner of the law firm of Wilson Campilongo LLP and am an attorney
21 admitted to practice in the State of California. I am one of the attorneys responsible for the
22 representation of the Plaintiff/Judgment Creditor in this action. As such, I have personal
23 knowledge of the facts set forth below and, if called upon to testify on such matters, would
24 and could do so competently.

25 2. In December of 1986, Armstrong entered into a Mutual Release of All Claims
26 and Settlement Agreement (the "Agreement") pursuant to which CSI paid Armstrong
27 \$800,000.00. In exchange for his receipt of such funds, Armstrong promised, in essence, to
28

064

1 cease disseminating information" concerning CSI and to cease assisting others pressing claims
2 against CSI and related entities.

3 3. I am informed and believe that, beginning in approximately 1990, Armstrong
4 fraudulently transferred substantially all of his assets and began repeatedly breaching almost
5 every covenant he made in the Agreement.

6 4. As a result of Armstrong's conduct, CSI brought an action for breach of the
7 Agreement seeking, *inter alia*, a permanent injunction preventing Armstrong from further
8 breaching the Agreement. Armstrong filed various claims against CSI for breach of the
9 Agreement.

10 5. The Honorable Ronald Sohigian entered the Preliminary Injunction in late May,
11 1992. Less than a month later, I was questioning Mr. Armstrong at a deposition when he
12 testified of his intention to ignore the settlement agreement and Judge Sohigian's Order:

13 A. When, I mean, I have, I have absolutely no intention of
14 honoring that settlement agreement. I cannot. I cannot logically,
15 I cannot ethically. I cannot morally. I cannot psychically. I
cannot philosophically. I cannot spiritually. I cannot in any way.
And it is firmly my intention to not honor it.

16 Q. No matter what a court says?

17 A. No court could order it. They're going to have to kill me.

18 6. A true and correct copy of page 124 of the Deposition of Gerald Armstrong
19 taken Wednesday, June 24, 1992, in which Mr. Armstrong made this statement, is attached
20 hereto and incorporated herein by reference as Exhibit A.

21 7. Shortly thereafter, in a declaration of February 2, 1993, Armstrong stated, "I do
22 not believe such non-assistance, covenants or orders are legal or do anything but obstruct the
23 administration of justice and attempt to destroy men's souls." A true and correct copy of pages
24 1, 9-11 and 29 of said declaration is attached hereto and incorporated herein by reference as
25 Exhibit B.

26 8. On August 15, 1993, Mr. Armstrong wrote to me, declaring that his breaches
27 of the settlement agreement and of Judge Sohigian's Preliminary Injunction continued
28 unabated, even in Armstrong's sleep. A true and correct copy of the letter which I received

1 from Mr. Armstrong, dated August 15, 1993, is attached hereto and incorporated herein by
2 reference as Exhibit C.

3 9. On October 17, 1995, this Court granted an Order of Permanent Injunction
4 against Armstrong (the "Order") following certain motions for the Summary Adjudication of
5 Issues by CSI. Such Order was later incorporated into the judgment ("Judgment") entered
6 against Armstrong on May 2, 1996. Attached hereto as Exhibit D is a true and correct copy
7 of the Judgment, to which the Order is an exhibit. (The Order and the Judgment are
8 collectively referred to hereinafter as the "Injunction.")

9 10. Since its entry, there has been no successful challenge to validity of the Order
10 by Armstrong. Armstrong, appearing in *pro per*, filed a Notice of Appeal regarding the
11 Judgment and Order and, also appearing in *pro per*, filed Appellant's Opening Brief. Briefing
12 is not yet complete and CSI has moved to dismiss the appeal on the grounds that a party may
13 not simultaneously appeal from an injunctive order while willfully disobeying it. That motion
14 is still pending. The Preliminary Injunction which preceded the Order was affirmed following
15 Armstrong's petition to the Court of Appeals.

16 11. Armstrong's counsel appeared at the hearing pertaining to the Order and I am
17 informed and believe that he received notice of entry thereof. Armstrong further received
18 notice of entry of the Order.

19 12. In January 1997, I learned of actions by Mr. Armstrong which I believe are
20 clear violations of the Injunction. These actions were brought to the attention of this Court
21 which issued an OSC re Contempt on February 19, 1997 and an Order of Contempt on August
22 6, 1997.

23 13. While the preliminary injunction which preceded the Order was in effect,
24 Armstrong willfully disobeyed it on numerous occasions. This gave rise to an earlier Order
25 To Show Cause Re Contempt, which was heard in December 1994 by the Honorable Diane
26 Wayne. I represented CSI at that hearing. Armstrong admitted the violations and pled for
27 mercy from the court. Judge Wayne discharged the contempt but admonished Armstrong to
28 conduct himself appropriately in the future.

1 14. Armstrong successfully discharged the approximately \$300,000.00 awarded by
2 this Court in damages to CSI in his bankruptcy proceedings. Armstrong failed in his effort to
3 have the Bankruptcy Court discharge him from the contractual obligations upon which the
4 Order is based.

5 15. On or about September 2, 1997, in violation of the Order, Armstrong created
6 and caused to be widely disseminated by means of the Internet a documentary work which
7 discussed CSI and other beneficiaries of the Settlement Agreement. A true and correct copy
8 of said documentary work is attached hereto as Exhibit E.

9 16. On or about October 14, 1997, in violation of the Order, Armstrong created and
10 caused to be widely disseminated by means of the Internet a documentary work which
11 discussed CSI and other beneficiaries of the Settlement Agreement. A true and correct copy
12 of said documentary work is attached hereto as Exhibit F.

13 17. On or about October 14, 1997, in violation of the Order, Armstrong created and
14 caused to be widely disseminated by means of the Internet a documentary work which
15 discussed CSI and other beneficiaries of the Settlement Agreement. A true and correct copy
16 of said documentary work is attached hereto as Exhibit G.

17 18. Also on or about October 14, 1997, in violation of the Order, Armstrong
18 created and caused to be widely disseminated by means of the Internet a documentary work
19 which discussed CSI and other beneficiaries of the Settlement Agreement. A true and correct
20 copy of said documentary work is attached hereto as Exhibit H.

21 19. On or about October 20, 1997, in violation of the Order, Armstrong created and
22 caused to be widely disseminated by means of the Internet a documentary work which
23 discussed CSI and other beneficiaries of the Settlement Agreement. A true and correct copy
24 of said documentary work is attached hereto as Exhibit I.

25 20. Also on or about October 20, 1997, in violation of the Order, Armstrong
26 created and caused to be widely disseminated by means of the Internet a documentary work
27 which discussed CSI and other beneficiaries of the Settlement Agreement. A true and correct
28 copy of said documentary work is attached hereto as Exhibit J.

1 21. On or about October 23, 1997, Armstrong caused to be widely disseminated by
2 means of the Internet a letter which he had apparently written previously to the Hon. Alfonse
3 D'Amato concerning the efforts of CSI to combat religious discrimination in Germany. This
4 action constituted the publication and/or broadcast of a documentary work which discusses CSI
5 and other beneficiaries of the Order. A true and correct copy of said documentary work is
6 attached hereto as Exhibit K. In this "letter" Armstrong states that "...this court order is
7 illegal and that Scientology procured it by illegal means. It impermissibly denies me freedom
8 of speech, freedom of religion, freedom of association and due process." Exhibit K, p. 1.
9 The "letter" continues with Mr. Armstrong's litany of false and derogatory charges against
10 CSI and its affiliates with which this Court is all too familiar and with which this Court would
11 not have been further burdened if Mr. Armstrong had simply obeyed the Order.

12 22. Sometime in early October, in violation of the Order, Armstrong voluntarily and
13 willingly participated in a videotaped interview during which he discussed CSI and other
14 beneficiaries of the Order. Armstrong was informed prior to the interview that it was being
15 recorded for broadcast on British television. I have personally reviewed a transcript of the
16 broadcast which was broadcast over television Channel 4 in Britain on November 19, 1997.
17 Attached hereto as Exhibit L is an accurate transcript of said broadcast. A copy of the
18 videotape is in my possession and can be made available to the Court.

19 23. I am informed and believe that Armstrong flew to Berlin, Germany sometime in
20 October, where he gave a speech on or about October 26, 1997. In that speech, Armstrong
21 violated the Injunction numerous times by *inter alia*, making statements about L. Ron Hubbard
22 and complaining that the Church is misusing the U.S. legal system and blaming the Church,
23 the U.S. legal system and even his own attorney for the fact that a contempt citation and arrest
24 warrant has been issued against him. During that same visit, Armstrong gave an interview to
25 the Berliner *Zeitung*, resulting in an article in that publication, a true and correct copy of
26 which is attached hereto as Exhibit M and a translation of which is attached hereto as Exhibit
27 N. The gross and obvious nature of the violation of the Injunction committed by Armstrong in
28 giving that interview can be easily ascertained from a simple perusal of the article itself.

1 24. I am informed and believe that on October 28 Armstrong traveled to Hamburg,
2 Germany where he appeared at an event sponsored by self-styled "anti-cultists" Renate
3 Rennenbach and Ursula Caberta. (Rennenbach and Caberta have been engaged for the past
4 several years in attempts to discredit the Church through various means and have lobbied
5 various German government entities to essentially legalize discrimination against members of
6 the Church of Scientology because of their Church membership. In fact, Germany has been
7 censored for the past three years by the United Nations and the Helsinki Commission for just
8 such discrimination. The United States Department of State has also found a pattern of human
9 rights abuses by Germany against Church members.) During this appearance Armstrong
10 committed further violations of the Injunctions, making numerous prohibited statements. This
11 appearance was reported on in the October 28th edition of the *Frankfurter Rundschau*. A true
12 and correct copy of which is attached hereto as Exhibit O and a translation of which is
13 attached hereto as Exhibit P.

14 25. I am further informed and believe that on this same trip to Germany, Armstrong
15 gave interviews to at least three television interviewers which resulted in broadcasts on
16 Germany TV channels N-TV, B1 TV and SAT 1 TV. In addition to this, Armstrong was
17 interviewed by the regional newspaper *Taz*, resulting in the article of October 28, 1997, a true
18 and correct copy of which is attached hereto as Exhibit Q and a translation of which is
19 attached hereto as Exhibit R.

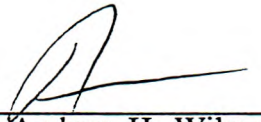
20 26. Armstrong's most recent violation of the Injunction came on November 26,
21 1997. On that date, Armstrong created another Internet posting which purported to be a
22 verbatim transcription of a complaint which Armstrong had recently filed in the United States
23 District Court for the District of Nevada. A true and correct copy of this posting is attached
24 hereto as Exhibit S. A review of this virtually unintelligible "complaint" reveals its true
25 nature, a cynical attempt to cloak Armstrong's anti-Scientology ravings with the litigation
26 privilege.

27 27. The recent violations of the Injunction in Great Britain and Germany have
28 forced the Church to expend a great deal of time and money to correct the multiplicity of

1 falsehoods and lies which Armstrong has promulgated. Armstrong's claimed expertise
2 concerning the Church, based on nothing more than having been the clerk entrusted with care
3 of certain of Mr. Hubbard's personal files, gives him a superficial credibility, even though he
4 has not been involved in any facet of the Scientology religion since 1981. Evidence of this is
5 the German media's false reference to Armstrong as Hubbard's "biographer." The Church
6 did not pay Armstrong to silence him, but to save itself the time and expense of responding to
7 and correcting every false allegation.

8 28. I notified Mr. Armstrong of this application by letter which was telecopied to
9 Mr. Armstrong, a true and correct copy of which is attached hereto and incorporated by
10 reference as Exhibit T.

11 I declare under penalty of perjury pursuant to the laws of the State of California that
12 the foregoing is true and correct. Executed this 15th day of ^{Dec}~~November~~ 1997 at San
13 Francisco, California.

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17 _____
18 Andrew H. Wilson
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7 Attorneys for Plaintiff/Judgment Creditor
8 CHURCH OF SCIENTOLOGY INTERNATIONAL

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY
13 INTERNATIONAL, a California not-for-profit
religious corporation,

14 Plaintiff,

15 vs.
16

17 GERALD ARMSTRONG, et al.,

18 Defendants.
19

) CASE NO. 157 680
)
) [CONSOLIDATED]
)
) EX PARTE APPLICATION FOR
) ORDER TO SHOW CAUSE WHY
) DEFENDANT GERALD
) ARMSTRONG SHOULD NOT BE
) HELD IN CONTEMPT;
) MEMORANDUM OF POINTS AND
) AUTHORITIES
) (CCP § 1212)
)
) Date:
) Time:
) Place:
)
20
21

22 Plaintiff/Judgment Creditor, Church of Scientology International ("CSI") applies *ex*
23 *parte* for an order directing Defendant/Judgment Debtor Gerald Armstrong ("Armstrong") to
24 show cause why he should not be held in contempt of this Court, pursuant to section 1209
25 (a)(5) of the California Code of Civil Procedure, for willful disregard of this Court's Order
26 entered on October 17, 1995, in the above-entitled action (the "Order").

27 This application is made on the grounds that Armstrong has committed at least thirteen
28 separate and distinct violations of the Order. Specifically, Armstrong: (i) prepared and posted

1 on the Internet five documentary works in violation of the Order; (ii) appeared on a television
2 program on Channel 4 in England entitled "The Secret Lives of L. Ron Hubbard" in which he
3 violated the Order and gratuitously made numerous false statements concerning the Church of
4 Scientology and the founder of the Scientology religion, L. Ron Hubbard; (iii) made three
5 television appearances in Germany on or about October 26-28, 1997 on television stations N-
6 TV, B1 TV, and SAT1 TV, making many of the same statements as well as others; (iv) made
7 a speech in Berlin, Germany in which he also violated the Order in several respects; (v) gave
8 an interview to the German regional newspaper *Taz* which violated the Order; (vi) made a
9 speech which contained statements violating the Order in Hamburg, Germany on October 28,
10 1997, at an event sponsored by self-styled critics of the Church of Scientology; and (vii)
11 prepared and posted on the Internet an alleged complaint for libel against CSI and other
12 Beneficiaries of the Order.

13 Armstrong has treated this Court's authority with such callous disregard that he should
14 be criminally sanctioned by fine and imprisonment under Code of Civil Procedure § 1218.
15 CSI submits that Armstrong's actions also warrant referral to the District Attorney for
16 misdemeanor prosecution under Penal Code § 166(4).

17 Armstrong has been notified of this Application as set forth in the Declaration of
18 Andrew H. Wilson, at ¶ 28.

19 This Application is based on this Application itself, the concurrently filed declaration of
20 Andrew H. Wilson; the exhibits submitted therewith; the records on file in this case; and such
21 further evidence and argument as may be properly presented at the hearing of this Application.


22 Dated: December 1, 1997

Respectfully submitted,

KENDRICK L. MOXON
MOXON & BARTILSON

WILSON CAMPILONGO, LLP

23
24
25
26 By:



Andrew H. Wilson
Attorneys for Plaintiff/Judgment Creditor
CHURCH OF SCIENTOLOGY
INTERNATIONAL

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 Gerald Armstrong has become an outlaw. He regards himself as being above the law,
4 and his acts put him outside the law. He entered into a settlement agreement with Church of
5 Scientology International ("CSI"), but later announced in no uncertain terms that the *only*
6 provision in that agreement by which he would abide was the one by which he was paid
7 \$800,000.00.¹ This suit followed, and Armstrong's liability for damages and for permanent
8 injunction were summarily adjudicated against him. Having "renounced" money and
9 transferred his assets to friends, Armstrong went to the Bankruptcy Court where the damages
10 CSI had won were discharged. The injunction, however, remained intact and Armstrong
11 undertook to violate it, with willfulness and calculation.

12 This Court then held Armstrong in contempt and sentenced him to jail. Armstrong fled
13 the country, and from his Canadian refuge, continued his open disregard for the Court's
14 injunction, its bench warrant, and its authority. His violations of that injunction now number
15 thirteen since September 2, 1997, on the Internet, in televised interviews on British television,
16 and by making speeches and giving interviews in Germany.

17 Still not satisfied, he has now announced on the Internet that he has filed a suit in
18 Nevada, a state in which he does not even reside, alleging the very claims previously
19 dismissed or summarily adjudicated against him by this Court. In that suit he ignores this
20 Court's rulings, repeats the same false and insupportable assertions that were rejected here,
21 and, from his hiding place, continues to flout this Court's authority. His intent to harm and to
22 flout this Court's lawful orders are evidenced by the introduction to the Internet posting in
23 which he announces the lawsuit

24 _____
25 ¹ "I have absolutely no intention of honoring that settlement agreement. I
26 cannot. I cannot logically, I cannot ethically. I cannot morally. I cannot
27 psychically. I cannot philosophically. I cannot spiritually. I cannot in any
28 way. And it is firmly my intention to not honor it." (Gerald Armstrong, June
24, 1992, Depo. Tr. 124.)

1 with a "Happy Thanksgiving" salutation to CSI and the other beneficiaries of his settlement
2 agreement.

3 Armstrong leaves himself only one fate. He must be held in contempt again, and he
4 must face that same result each time he commits a contumacious action and his contempt must
5 be enforced whenever he is within the jurisdiction. There is no other remedy for a
6 calculating, deliberate outlaw.

7 II. FACTUAL SUMMARY

8 This Court may recall the extent of Armstrong's behavior which gave rise to the
9 Injunction, and his past disregard for the authority of the courts of this State. To summarize,
10 in December 1986, Armstrong freely and voluntarily entered into a Mutual Release of All
11 Claims and Settlement Agreement (the "Agreement") pursuant to which CSI paid Armstrong
12 \$800,000.00. Declaration of Andrew H. Wilson ("Wilson Decl."), at ¶ 2. In exchange for
13 his receipt of such funds, Armstrong promised, in essence, to cease disseminating
14 "information" concerning CSI and to cease assisting others litigating or defending claims
15 against CSI and related entities. *Id.* Beginning in approximately 1990, Armstrong
16 fraudulently transferred substantially all of his assets to his attorney and close friends, and then
17 began repeatedly breaching almost every covenant he made in the Agreement. *Id.*, at ¶ 3.

18 As a result of Armstrong's conduct, CSI brought this action for breach of the
19 Agreement seeking, *inter alia*, a permanent injunction preventing Armstrong from further
20 breaching the Agreement. *Id.*, at ¶ 4. For his part, Armstrong filed various claims against
21 CSI for breach of the Agreement and other purported claims. *Id.*

22 On October 17, 1995, this Court granted an Order of Permanent Injunction against
23 Armstrong (hereinafter the "Order" or the "Injunction") following motions for the Summary
24 Adjudication of Issues brought by CSI. *Id.*, at ¶ 9. The Order was later incorporated into the
25 judgment entered against Armstrong on May 2, 1996 (the "Judgment"). The Injunction, *inter*
26 *alia*, prohibits Armstrong from voluntarily assisting persons litigating claims against CSI or
27 any named "beneficiaries." In addition, it also prohibits Armstrong from "Facilitating in any
28 manner the creation, publication, broadcast, writing, filming, audio recording, video

1 recording, electronic recording or reproduction of any kind of any book ... television program
2 ... or documentary work of any kind which discusses, refers to or mentions Scientology, the
3 Church, and/or any of the Beneficiaries [of the Settlement Agreement].”

4 Despite the Injunction, Armstrong’s wrongful conduct continued as if nothing had
5 happened. Earlier this year, he wrote and filed a lengthy declaration (the “Declaration”) in
6 support of litigants adverse to a beneficiary of the Settlement Agreement in three cases
7 currently pending in the United States District Court for the Northern District of California.
8 Armstrong then sent copies of the Declaration to the parties and their counsel. On CSI’s
9 application, an Order to Show Cause re Contempt was issued which was served by publication
10 because Armstrong had fled the jurisdiction. Armstrong was subsequently held in contempt,
11 and ordered punished by the imposition of a \$1,000 fine and confinement for a period of forty-
12 eight hours.

13 Even this did not deter Armstrong, who has violated the Injunction repeatedly.
14 Between September 2 and October 23, 1997, Armstrong created seven separate publications of
15 documentary works which discuss CSI and other named beneficiaries of the Settlement
16 Agreement and published them widely via the Internet. Wilson Decl., ¶¶ 15-21. In October,
17 he recorded an appearance on a British television show entitled *The Secret Lives of L. Ron*
18 *Hubbard*, which was broadcast on November 19, 1997, and on which he made statements
19 concerning Mr. Hubbard, the founder of the Scientology religion, in violation of the
20 Injunction. Armstrong engaged in a veritable orgy of violations in Germany between October
21 26 and 28, making two speeches in which he violated the Injunction repeatedly and gave
22 interviews in violation of the Injunction to at least three television stations and a regional
23 newspaper. Wilson Decl., ¶¶ 23-25. Finally, in an obvious but flawed attempt to avail
24 himself of the litigation privilege, Armstrong again violated the Injunction with an Internet
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1 posting on November 26, 1997, which purported to be a verbatim transcription of a complaint
2 which he had filed in the United States District Court for the District of Nevada.²

3 The recent violations of the Injunction in Great Britain and Germany have forced the
4 Church to expend a great deal of time and money to correct the multiplicity of falsehoods and
5 lies which Armstrong has promulgated. Armstrong's claimed expertise concerning the
6 Church, based on nothing more than having been the clerk entrusted with the care of certain of
7 Mr. Hubbard's personal files, gives him a superficial credibility, even though he has not been
8 involved in any facet of the Scientology religion since 1981. Evidence of this is the German
9 media's false reference to Armstrong as Mr. Hubbard's "biographer." The Church did not
10 pay Armstrong to silence him by the settlement, but to save itself the time and expense of
11 responding to and correcting every false allegation Armstrong made.

12 That is precisely why the Church feels it now must return to Court to enforce the
13 Injunction with the only means available to it. Given the blatant and recurring nature of his
14 violations, CSI cannot sit idly by while Armstrong thumbs his nose at this Court and the entire
15 judicial system in general. CSI asks this Court to hold Armstrong in contempt as that is the
16 only way in which he will be forced to realize that he must obey the Court's orders.

17 III. ARGUMENT

18 These facts provide abundant cause for this Court to issue an Order to Show Cause
19 why Armstrong should not be held in criminal contempt for his willful disobedience of this
20 Court's October 17, 1995 Order. Code of Civil Procedure § 1209, *et seq.*, provides this
21 Court with the power to punish acts, such as Armstrong's, which are in "disobedience of any
22 lawful . . . order of the court." Code Civ. Proc. § 1209(a)(5). *See also, Pacific Telephone*
23 *and Telegraph Co. v. Superior Court* (1968) 265 Cal.App.2d 370 (section 1209 contempt
24

25 ² A brief perusal of this complaint reveals that it is based upon the same alleged wrongs
26 done to Armstrong as was his cross-complaint in this action which this Court dismissed on
27 summary adjudication. It is also based, in part, on alleged wrongs done to Armstrong prior
28 to the Settlement Agreement sued on herein which the Settlement Agreement specifically
released. Moreover, the Settlement Agreement pointedly prohibited Armstrong from relying
on those wrongs in subsequent litigation.

1 proceedings are special proceedings, criminal in character and intended to implement the
2 inherent power of the court to enforce its lawful orders).

3 Code of Civil Procedure § 1211 provides that when contempt is not committed in the
4 immediate view and presence of the court, an affidavit shall be presented to the court of the
5 facts constituting the contempt. For this purpose, declarations can be used in place of
6 affidavits. Code Civ. Proc. § 2015.5.

7 The above declaration "need only make a *prima facie* showing of the elements of
8 contempt." *Crawford v. WCAB* (1989) 213 Cal.App. 3d 156, 169. The declaration must
9 show: (1) the rendition of a valid order; (2) the respondent's knowledge of the order; (3) the
10 respondent's ability to comply with the order; and (4) the respondent's wilful disobedience of
11 the order. *See, Conn v. Superior Court (Farmers Group)* (1987) 196 Cal.App.3d 774, 784.
12 All these conditions are present here.

13 **A. The Court's Injunction at Issue Is Valid.**

14 The Order was valid when rendered and remains fully enforceable. A true and correct
15 copy of the Order is attached as Exhibit D to the Declaration of Andrew H. Wilson, filed
16 herewith.

17 **1. There has been no successful direct attack against the Injunction.**

18 Since its entry, there has been no successful challenge to the validity of the Order by
19 Armstrong. Wilson Decl., at ¶ 10. Armstrong has appealed from the Judgment and Order.
20 Briefing is not yet complete and CSI has moved to dismiss the appeal on the grounds that a
21 party may not simultaneously appeal from an injunctive order while willfully disobeying it.
22 That motion is still pending. *Id.* Significantly, the Preliminary Injunction which preceded the
23 Order was affirmed following Armstrong's petition to the Court of Appeals. *Id.*

24 **2. Any collateral attack against the Injunction by Armstrong would be**
25 **meritless.** The only permissible collateral attack against the Order would be based on a
26 wholly meritless claim by Armstrong that it is invalid *on its face*. *People v. Gonzalez* (1996)
27 12 Cal.4th 804, 823-4.

1 The Court's file reflects that, prior to the entry of the Order, Armstrong fully litigated,
2 and lost, the various claims he made against enforcing the Agreement through injunctive
3 relief. Considerable time and effort was expended by the parties and this Court in addressing
4 Armstrong's arguments.

5 **B. Armstrong Had Actual Knowledge Of The Injunction When He Violated It.**

6 There can be no question that Armstrong had actual knowledge of the Order.
7 Armstrong's counsel appeared at the hearing pertaining to the Order and received notice of
8 entry thereof. Wilson Decl., at ¶ 11. Armstrong further received a Notice of Entry of Order,
9 served on his counsel, with a copy of the Order attached. *Id.* The law does not require that a
10 party subject to an order be personally served with a copy of such order before he may be
11 held in contempt of it. *People v. Superior Court* (1965) 239 Cal.App.2d 99. In fact, service
12 on Armstrong's counsel raises a rebuttable presumption that Armstrong had actual knowledge
13 of it. *Id.* at 104.

14 Armstrong's actual knowledge of the Order is also shown by the fact that Armstrong
15 himself signed and filed a Notice of Appeal and, on August 25, 1997, while appearing in *pro*
16 *per*, signed and mailed for filing the APPELLANT'S OPENING BRIEF with respect thereto.
17 Wilson Decl., at ¶ 10. Armstrong cannot, and apparently does not, deny that he has actual
18 knowledge of the Order. To the contrary, he apparently delights in boasting of his refusal to
19 honor it. *See, e.g.,* Wilson Decl., at ¶ 8.

20 **C. Armstrong Was Fully Capable Of Complying With This Court's Injunction.**

21 The restrictions placed on Armstrong's behavior by the Order are very specific and
22 limited. The Order provides, in pertinent part, as follows:

23 Defendant Gerald Armstrong, his agents, employees, and persons acting in
24 concert or conspiracy with him are restrained and enjoined from doing directly
or indirectly any of the following:

25 * * *

26 3. Voluntarily assisting any person (not a governmental organization or
27 entity) arbitrating or litigating adversely to the Beneficiaries.

28 4. Facilitating in any manner the creation, publication, broadcast,
writing, . . . electronic recording or reproduction of any kind of . . .

documentary work of any kind which discusses, refers to or mentions Scientology, the Church, and/or any of the Beneficiaries [of the Order].

5. Discussing with anyone, not a member of Armstrong's immediate family or his attorney, Scientology, the Church, and/or any of the Beneficiaries.

Nothing in the Order requires that Armstrong engage in any affirmative action.

Instead, Armstrong is merely restrained from continuing to disclose his "information" and opinions. The restrictions on Armstrong's behavior in the Order stem from an agreement which Armstrong made freely and voluntarily and for which he was paid \$800,000.00. *Id.*, at ¶ 2.

The above sum of money was paid to Armstrong by CSI to end once and for all the relationship between Armstrong and CSI and to eliminate Armstrong's very deliberate campaign of harassment against CSI and its affiliates. Again, the Court's file in this case reflects that Armstrong's ability to cease such conduct was an issue fully litigated prior to the entry of the Order. This Court rejected all of Armstrong's claims as to his inability to comply with the Order.

D. Armstrong Has Willfully Disobeyed The Injunction And Must Be Appropriately Sanctioned.

The requirement that there be a "willful disobedience" of a court order to support the sanction of criminal contempt is undeniably met here. Armstrong's violation of the Injunction is clear, and his intent to do so is manifest.

From the moment he was first enjoined from the violation of the Agreement by the Hon. Ronald Sohigian in June 1992, Armstrong has made plain his disdain for the court's power to affect his actions and his intent to violate orders of court. See Wilson Decl., at ¶ 5. In late 1994, Armstrong's disobedience of the preliminary injunction issued by Judge Sohigian led to the issuance of an OSC re Contempt which was heard before the Hon. Diane Wayne, who admonished Armstrong for his conduct, but discharged the contempt with only a warning. *Id.*, at ¶ 3. Recently, Armstrong was held in contempt and punished by a fine of \$1,000 and forty-eight hours confinement for transmitting his declaration to Judge Whyte.

1 Armstrong's willfulness is shown starkly in his own Internet posting of October 20,
2 1997, Wilson Decl., Ex. I, in which he states: "[British television producers] 3BM did not
3 induce me to breach any agreement or judgment. The fact is I am willing to communicate to
4 anyone about Scientology or Hubbard and my experiences therewith at any time . . . and
5 require no inducement. I was more than willing to be interviewed by 3BM . . ."

6 Armstrong apparently feels that he is immune from the actions of this Court and that he
7 can disregard its orders with impunity. While the issuance of an additional contempt citation
8 may not immediately deter Armstrong, failure to act will send exactly the wrong message to
9 him — that CSI and the Court have despaired of ever bringing Armstrong into compliance
10 with the Order and will not even attempt to do so. This Court should exercise all of its
11 available powers to stop Armstrong's mockery of its authority and his violation of CSI's
12 rights. Armstrong should be subject to a \$1,000 fine and incarcerated for not more than five
13 days pursuant to Code of Civil Procedure § 1218 for each of the thirteen separate contempts
14 set forth above. CSI should also be awarded the costs and attorneys' fees it has incurred in
15 bringing this Application. In fact, since Armstrong has publicly disavowed money as a
16 meaningful or valuable commodity, incarceration appears especially necessary to impress upon
17 him the gravity of his behavior.³

18 CSI also submits that upon a finding of contempt under Code of Civil Procedure §
19 1209, *et seq.*, referral to the District Attorney for misdemeanor prosecution under Penal Code
20 § 166(4) is also necessary to curtail Armstrong's continued defiance of this Court's authority.

21 IV. CONCLUSION

22 Enough is enough. In light of the foregoing, plaintiff Church of Scientology
23 International respectfully requests that the Court order that Armstrong show cause why he
24 should not be held in contempt of court and why the Church should not be awarded its costs,

25 ³ Armstrong, in fact, declared bankruptcy in the effort to avoid his obligations under
26 the Agreement. Armstrong successfully discharged the approximately \$300,000.00 awarded
27 by this Court in damages to CSI in his bankruptcy proceedings. Wilson Decl., at ¶ 4.
28 Armstrong, however, failed in his effort to have the Bankruptcy Court discharge him from
the contractual obligations upon which the Order is based. *Id.*

1 including attorneys' fees, in bringing this motion. Further, upon finding Armstrong in
2 contempt under Code of Civil Procedure § 1209, *et seq.*, referral to the District Attorney for
3 misdemeanor prosecution under Penal Code § 166(4) is also necessary to curtail Armstrong's
4 continued defiance of this Court's authority.

5 Dated: December 1, 1997

Respectfully submitted,

6 KENDRICK L. MOXON
7 MOXON & BARTILSON

8 WILSON CAMPILONGO, LLP

9 By: 

10 ANDREW H. WILSON

11 Attorneys for Plaintiff/Judgment Creditor
12 CHURCH OF SCIENTOLOGY
13 INTERNATIONAL
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PROOF OF SERVICE

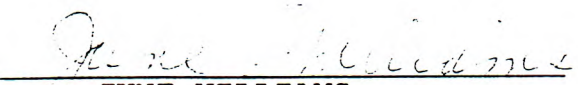
I declare that I am employed in the City and County of San Francisco, California.

I am over the age of eighteen years and not a party to the within entitled action. My business address is 115 Sansome Street, Suite 400, San Francisco, California.

On December 5, 1997, I caused the attached copy of:
ORDER TO SHOW CAUSE RE CONTEMPT; EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE WHY DEFENDANT GERALD ARMSTRONG SHOULD NOT BE HELD IN CONTEMPT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF ANDREW H. WILSON IN SUPPORT OF EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE RE CONTEMPT to be served on the following in said cause, by placing for deposit with the U.S. Mail on this day in the ordinary course of business, true copies thereof enclosed in sealed envelopes. The envelopes were addressed as follows:

Gerald Armstrong
C/O George W. Abbott, Esq.
2245-B Meridian Blvd.
P.O. Box 98
Minden, Nevada 89423-0098

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Francisco, California on December 5, 1997.


JUNE WILLIAMS

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